United States Court of Appeals

for the Second Circuit

APPENDIX

NO. 75-4285

United States Court of Appeals

FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

ROMO PAPER PRODUCTS CORP.,

Respondent.

On Application for Enforcement of an Order of
The National Labor Relations Board

APPENDIX

UNITED STATES COURT OF APPEALS
FILED
MAR 1 1976
J. DANIEL FOLEY, CLERK
SECOND CIRCUIT

ELLIOTT MOORE,
Deputy Associate General Counsel,
National Labor Relations Board.
Washington, D.C. 20570.

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APPENDIX

BEFORE THE NATIONAL LABOR RELATIONS BOARD

ROMO PAPER PRODUCTS CORP.	
and	Cases 29-CA-3864 and 29-CA-3999
FOLDING BOX, CORRUGATED BOX AND DISPLAY WORKERS UNION, LOCAL NO. 381, INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE AND PAPER MILL WORKERS, AFL-CIO	
Howard Edelman, Esq., of Brooklyn, N.Y., for the General Counsel.	
Sanford E. Pollack, Esq., and Robert J. Dinerstein, Esq., of Valley Stream, N.Y., for the Respondent.	
Daniel Palmieri, Esq., of Mineola, N.Y., for the Charging Party.	

CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

In the Matter of: Romo Paper Products Corp.

Case Nos.: 29-CA-3864 & 29-CA-3999

5.20.74	Charge filed in 29-CA-3864
8.30.74	Complaint and Notice of Hearing in 29-CA-3864, dated
9. 4.74	Charge filed in 29-CA-3999
9.11.74	Respondent's Answer in 29-CA-3864, dated
9.30.74	Complaint and Notice of Hearing in 29-CA-3999, dated
9.30.74	Order Consolidating Cases, dated
10. 9.74	Respondent's Answer in 29-CA-3999, dated
10.15.74	Hearing opened
10.17.74	Hearing closed
1.13.75	Administrative Law Judge's Decision issued

2.24.75	Charging Party's Exceptions to Decision of Administrative Law Judge, received
2.24.75	General Counsel's Exceptions to the Administrative Law Judge's Decision, received
9.23.75	Decision and Order issued by the National Labor Relations Board

[Dated 1/13/75] [JD-780-74
Long Island City, N.Y.]

* * * * *

DECISION

Statement of the Case

LOWELL GOERLICH, Administrative Law Judge: A copy of the charge in Case 29-CA-3864, filed by Folding Box, Corrugated Box and Display Workers Union, Local No. 381, International Brotherhood of Pulp, Sulphite and Paper Mill Workers, AFL-CIO, herein called the Union, on May 20, 1974, was served by registered mail on Romo Paper Products Corp., the Respondent herein, on the same date. A complaint and notice of hearing was issued on August 30, 1974. A copy of the charge in Case 29-CA-3999, filed by the Union on September 4, 1974, was served on the Respondent by registered mail on the same date. A complaint and notice of hearing and an order consolidating Cases 29-CA-3864 and 29-CA-3999 were issued on September 30, 1974. The complaint in Case 29-CA-3864 alleges that the Respondent violated Section 8(a)(5) of the National Labor Relations Act, as amended, herein referred to as the Act, by negotiating with the Union in bad faith and with no intention of entering into any final or binding agreement with it. The complaint in Case 29-CA-3999 charged that the Respondent violated Section 8(a)(1) of the Act by its unlawful conduct toward pickets lawfully patrolling its premises.

The Respondent filed timely answers to the complaints denying that it had engaged in or was engaging in the unfair labor practices alleged.

The cases came on for trial at Brooklyn, New York, on October 15, 16, and 17, 1974. Each party was afforded a full opportunity to be heard, to call, examine, and cross-examine witnesses, to

arg[illegible]rally on the record, to submit proposed findings of fact and conclusions, and to file briefs. All briefs have been carefully considered.

Findings of Fact, [1] Conclusions, and Reasons Therefor

I. The Business of the Respondent

Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of New York.

At all times material herein, Respondent has maintained its principal office and place of business at 37--06 36th Street, Long Island City, in the Borough of Queens, city and State of New York, herein called the 36th Street plant, where it is, and has been at all times material herein, engaged in the manufacture, sale, and distribution of writing pads and related products.

During the past year, which period is representative of its annual operations generally, Respondent, in the course and conduct of its business, purchased and caused to be transported and delivered to its 36th Street plant paper products and other goods and materials valued in excess of $50,000, of which goods and materials valued in excess of $50,000 were transported and delivered to its plant in interstate commerce directly from States of the United States other than the State in which it is located.

1/ The facts found herein are based on the record as a whole and the observation of the witnesses. The credibility resolutions herein have been derived from a review of the entire testimonial record and exhibits, with due regard for the logic of probability, the demeanor of the witnesses, and the teachings of N. L. R. B. v. Walton Manufacturing Company & Loganville Pants Co., 369 U.S. 404, (1962). As to those witnesses testifying in contradiction to the findings herein, their testimony has been discredited, either as having been in conflict with the testimony of credible witnesses or because it was in and of itself incredible and unworthy of belief. All testimony has been reviewed and weighed in the light of the entire record. No testimony has been pretermitted.

During the past year, which period is representative of its annual operations generally, Respondent, in the course and conduct of its business operations, manufactured, sold, and distributed at its 36th Street plant products valued in excess of $50,000, of which products valued in excess of $50,000 were shipped from said plant in interstate commerce directly to States of the United States other than the State in which it is located, or to firms located in New York State which themselves are directly engaged in interstate commerce.

Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. The Labor Organization Involved

The Union is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

III. The Unfair Labor Practices

A. Alleged Bad-Faith Bargaining

The Union and the Respondent have been engaged in collective bargaining for over [illegible] years, prior to February 1, 1974. The last negotiated contract [2/] expired on August 31, 1972. Thereafter a strike commenced on September 5, 1972, which is still continuing.

In 1974 the Board entered a Decision and Order [3/] requiring the Respondent, among other things, to cease and desist from refusing to bargain collectively, upon request, as required by the statute. In the same Decision, the Board found the Respondent guilty of violations of Section 8(a)(1), (3), and (5) of the Act.

2/ Herein referred to as the 1972 contract.

3/ 208 NLRB No. 96.

On February 1, 1974, the Union requested the Respondent to open negotiations. Thereafter on March 11, April 1, April 4, May 9, and July 31, 1974, the Respondent and the Union met. Principal negotiators for the Respondent were Respondent's attorney, Robert Dinerstein, and Respondent's president, Sam Roth, and the principal negotiators for the Union were Union President John Danetra and Union Attorney Daniel Palmieri. Dinerstein and Danetra were the spokesmen.

At the March 11, 1974, meeting the Union handed the Respondent its proposals which were basically the 1972 contract with proposed changes and additional benefits. According to Dinerstein, Roth, at this meeting, "argued that this is a rediculous [sic] contract"; "this union doesn't represent anybody in the field" (the Respondent is engaged in the manufacture of legal and scratch pads); and "the union doesn't know what it's all about." The proposed contract was viewed by the Respondent as an attempt to drive a square peg into a round hole. Throughout the negotiations the Respondent insisted that the contract proposed was a boilerplate contract which was not relevant to its industry and should be modified to accommodate its peculiar problems. [4/] With the idea that the proposed contract was inapplicable to the Respondent's industry, and unreflective of its operations and "would . . . be poor business sense to agree to such terms and yet hope to remain in a competitive position in the market place," the Respondent submitted counterproposals at the April 1 negotiating meeting which diluted and expunged substantial benefits embodied in the 1972 contract. [5/] After the Union reviewed

4/ The Respondent maintained that Respondent signed the last contract, a boilerplate contract, under duress, after a strike and without the advice of counsel.

5/ Examples of the Respondent's counterproposals were demands that the starting rate for employees be reduced from $2.60 an hour to $1.80 an hour and elimination of the union shop.

the counterproposals it substantially rejected them in their entirety as a backward step or a step in the wrong direction. The Union was rigid in its position, as was the Company, except for a few matters of no major significance until the May 9, 1974, meeting. The meetings of April 1 and 4 were primarily devoted to reviewing the Respondent's counterproposals.

At the May 9 meeting the Respondent modified its position stating that the Respondent's counterproposals "proposed for holidays, vacations, severance pay, medical, pension, [applied] only to new employees." The Union responded by stating that the Respondent is essence "would be bargaining two contracts." The Respondent's response in the testimony of Dinerstein was as follows: "I indicated to him [Danetra] that that is precisely what I was advocating at that point in the hope that this would spur us on to reaching a conclusion to these negotiation." The position of the Respondent was confirmed in a letter of May 23, 1974. The charge alleging bad-faith bargaining was filed on May 20, 1974.

Thereafter no resolutions were reached in the July 31, 1974, meeting although Danetra testified that "there was some movement during the July 31 negotiations." After this July 31 meeting, the negotiations lapsed.

"Management at no time took a final position," according to Dinerstein; "There was plenty of flexibility left if somebody had tried it."

The General Counsel plants his claim that the Respondent by its course of conduct engaged in bad-faith bargaining on the proposition that the Respondent's counterproposals manifested a frame of mind wholly antagonistic to reaching an agreement with the Union. Had this been the Respondent's final position, no doubt the Respondent would have failed to meet good-faith bargaining standards. However,

at the first meeting after the Respondent's counterproposals had been reviewed, the Respondent modified its counterproposals and, at the last meeting on July 31, as the Union admits, there was some movement on the part of the Respondent. Neither the Respondent nor the Union, before negotiations lapsed, reached a point where a final position was taken. Under these circumstances, if the Respondent was engaged in bad-faith tactics they did not surface, for from the negotiations it may not be inferred that the Respondent may not have retreated to a point where its counterproposals would have been acceptable to the Union. Its insistence on any part of its counter-proposals did not reach a point where bad faith came into play, although had negotiations continued to a finality that might have been the case. Cf. N. L. R. B. v. Wooster Division of Borg-Warner Corporation, 356 U.S. 342 (1958). In view of the state of the negotiations, the issuance of the complaint was patently premature. The 8(a)(5) allegations of the complaint are dismissed.

B. The Picket Line Incident of March 15, 1974

Fernando Martinez, an employee of the Respondent who was working behind the picket line, approached the Respondent's premises on March 15, 1974, at about 10:30 a. m. with his 16-month-old daughter stationed in a stroller. Addressing Augusto Cevallos, a picket, Martinez, talking in English and Spanish, said that that was the kind of life Cevallos wanted, walking the streets doing nothing, and that he was so lazy that he didn't want to work. The word "son of a bitch" surfaced. Angrily Martinez removed his jacket and offered to fight. Cevallos refused, commenting that he respected Martinez because he was a cripple. This remark incensed Martinez even more. Martinez then went into the plant where, according to Foreman Isidoro Jacobovics, Martinez told him that Cevallos was throwing stones and

glass and had pushed him so that he fell. Martinez declared that he was returning to the picket line to fight Cevallos. Jacobovics advised against such adventure but, nevertheless, Martinez, leaving his daughter in the plant, returned to the picket line together with another employee, William Majia.

Besides Cevallos, Joseph LaForgia, a union business representative, Manuel Claudio, and John Golchin were on the picket line.

Martinez and Majia, upon reaching the picket line, headed for Cevallos and started to swing at him. According to Martinez, Cevallos "laughed" at him and said that he was "an invalid and he didn't fight with invalids"; that only made Martinez "madder." LaForgia intervened, suggesting that the pickets were there trying to help him and to get him better benefits. Martinez appeared to calm down, at which time Jacobovics appeared at the head of a "bunch of guys." [6] Jacobovics and the "guys" headed for Cevallos. Jacobovics pushed Cevallos and said, "Now we're going to fight." Cevallos testified, "It was that they were going to chase us off the street and they didn't want to see us on the sidewalk walking with the signs." [7] LaForgia intervened again and told Cevallos, "Get away from them and get out of here." To Jacobovics LaForgia said, "You better go upstairs and take all of these fellows . . . right now." Referring to Cevallos, Jacobovics said, "He's a dangerous man." LaForgia replied, "No, he's not. He's a good man." Whereupon Jacobovics said that he would go upstairs. While LaForgia again intervened and told Cevallos to "just get out of here." After some remarks in Spanish, the adventurers returned to the plant.

6/ Jose Boorguez, Jesus Govilla, Machiel Menendez, John Billis, Victor Billis and Octavio Lopez, employees of the Respondent.

7/ The conversations were in Spanish. LaForgia did not understand Spanish.

The Union alerted the police who appeared at the plant and questioned Sam Roth and Jacobovics. A complaint was filed which was dismissed by the judge to which it was assigned without the taking of evidence. 8/

The right to peacefully picket is protected by Section 7 of the Act. Jacobovics' rally on the picket line with a group of inside employees interfered with and restrained employees in the exercise of these rights and was in violation of Section 8(a)(1). Green Briar Nursing Home, Inc., 201 NLRB 503 (1973); James Hoomaian d/b/a Chicago Master Mattress and Furniture Company, 196 NLRB 579 (1972); Southland Manufacturing Corp., 157 NLRB 1356, 1389 (1966). An employer may not pit inside employees against pickets on the outside as Jacobovics did in this case without running afoul of Section 7.

Conclusions of Law

1. The Union is a labor organization within the meaning of the Act.

2. The Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act and it will effectuate the purposes of the Act for jurisdiction to be exercised herein.

3. By interfering with, restraining, and coercing employees in the exercise of rights guaranteed by Section 7 of the Act, the Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

8/ The testimony of the various witnesses in respect to the above picket line incidents is somewhat conflicting. However, the resume of such incidents above-detailed is drawn from evidence which is deemed credible after weighing the probabilities and the demeanor of the witnesses.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

The Remedy

It having been found that the Respondent has engaged in certain unfair labor practices, it is recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Accordingly, upon the basis of the foregoing findings of fact, conclusions of law, and the entire record in this proceeding, and pursuant to Section 10(c) of the Act, the following order is recommended:

ORDER [9]

Respondent, Romo Paper Products Corp., Long Island City, New York, its officers, agents, successors, and assigns, shall:

1. Cease and desist from interfering with or restraining its employees while engaging in picketing as protected by Section 7 of the National Labor Relations Act, as amended.

2. Take the following affirmative action which will effectuate the policies of the Act:

(a) Post at its establishment copies of the attached notice marked "Appendix." [10] Copies of said notice, on forms provided

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9/ In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board, and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

10/ In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR (Cont'd)

by the Regional Director for Region 29, after being duly signed by Respondent's representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(b) Notify the Regional Director for Region 29, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

Dated at Washington, D.C. January 13, 1975.

/s/ Lowell Goerlich
Administrative Law Judge

10/ (Continued) RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

WE WILL NOT interfere with or restrain our employees in the exercise of their rights to peacefully picket, as protected by Section 7 of the National Labor Relations Act, as amended.

ROMO PAPER PRODUCTS CORP.
(Employer)

Dated _____ By _____ _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 16 Court Street, Fourth Floor, Brooklyn, New York 11241, Telephone 212-596-3535.

[Dated 9/23/75] [D-121
Long Island City, N.Y.]

* * * * *

DECISION AND ORDER

On January 13, 1975, Administrative Law Judge Lowell Goerlich issued the attached Decision in this proceeding. Thereafter, the General Counsel and the Charging Party filed exceptions and supporting briefs.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge only to the extent they are consistent herewith.

We agree with the Administrative Law Judge that the Respondent violated Section 8(a)(1) of the Act by rallying a group of employees for the purposes of interfering with and restraining other employees who were engaged in peaceful picketing activity protected by Section 7 of the Act. No exceptions were taken to this finding and, accordingly, we adopt this finding pro forma.

The complaint also alleged that the Respondent violated Section 8(a)(5) of the Act on February 1, 1974, and thereafter by negotiating in bad faith and with no intention of entering into any final or binding collective-bargaining agreement with the Charging Party. 1/ The Administrative Law Judge dismissed these allegations,

1/ Folding Box, Corrugated Box and Display Workers Union, Local No. 381, International Brotherhood of Pulp, Sulphite and Paper Mill Workers, AFL-CIO, hereinafter called "the Union."

and both the General Counsel and the Charging Party have filed exceptions. We find merit in these exceptions.

Here, we must determine whether, based on the preponderence of the evidence and the reasonable inferences drawn therefrom, Respondent has violated its statutory duty to bargain in good faith. Section 8(d) of the Act defines this duty as "the mutual obligation . . . to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement . . . ." As imprecise as this later, statutory definition is, it has long been clear since the inception of the Act that the essential element in the bargaining principle is the "serious intent" to reach a common ground. See, e.g., N. L. R. B. v. Insurance Agents' International Union, AFL-CIO, 361 U.S. 477, 487 (1960), quoting with approval the First Annual Report of the National Labor Relations Board, p. 85. 2/ Of course, such descriptive definitions only have meaning when applied to "the particular facts of a particular case." N. L. R. B. v. American National Insurance Co., 343 U.S. 395, 410 (1952). Moreover, in many cases, we must look to the whole course or pattern of conduct during negotiations, as opposed to a single act of alleged wrongdoing, 3/ in order to determine whether the statutory obligation has been satisfied. And in such cases evidence of the

2/ See also Atlas Mills, 3 NLRB 10 (1937), wherein we stated that bargaining "must mean negotiation with a bona fide intent to reach an agreement if agreement is possible." Id, at 21.

3/ In some cases, of course, rejection of the bargaining principle may be clearly evidenced by the refusal to negotiate mandatory subjects of bargaining (see, e.g., N. L. R. B. v. Beene Katz, etc., d/b/a Williamsburg Steel Products Co., 369 U.S. 736 (1962) or insistence upon nonmandatory subjects during bargaining (see N. L. R. B. v. Wooster Division of Borg-Warner Corp., 356 U.S. 342 (1958).

rejection of the bargaining principle is revealed in a course of conduct where, for example, the employer, during renegotiations, manifests an unwillingness to offer anything other than a "radical departure" from the previous contract, [4] or where the employer insists that economic terms not be discussed until accord is reached on all other matters, [5] or where the employer insists on arrogating to itself sole discretion in determining working conditions. [6] With the foregoing preface we now turn to the particular facts of this case, and the events which led up to it.

In 1961, the Respondent and the Union, as the exclusive bargaining representative of the Respondent's employees, entered into the first of four successive bargaining agreements. The last agreement was executed in 1969 and, by its terms, expired on August 1, 1972. Each of the four contracts, spanning the 1961-72 period, contained in virtually identical language the following provisions: a recognition clause wherein the Respondent recognized the Union as the "exclusive representative of all the employees in the plant"; a union-membership clause which stipulated that all employees were required, as a condition of employment, to become and remain members in good standing of the Union; a grievance clause providing, inter alia, for the final and binding arbitration of "all grievances or complaints" concerning the meaning or application of the agreement; an operating control (management prerogative) clause providing that the Respondent could discharge or take other disciplinary action against any employee for "proper" or "sufficient and reasonable"

4/ Herman Sausage Co., Inc., 122 NLRB 168, 170 (1958), enfd. 275 F.2d 229 (C.A. 5, 1960).

5/ Vanderbilt Products, Inc., 129 NLRB 1323 (1961), enfd. 297 F.2d 833 (C.A. 2, 1961).

6/ N.L.R.B. v. American National Insurance Co., supra.

cause, or for other "legitimate reasons"; finally, each contract contained a seniority clause recognizing the principle that "[i]n all cases of layoffs the rule of the plant seniority shall prevail, that is the employee last hired in the plant shall be the first laid off . . . . Upon rehiring the inverse order of plant seniority shall prevail . . . ." 7/

In the days preceding the expiration of the 1969-72 contract, and shortly thereafter, the Union made an effort to reach a new contract. The Respondent, however, reacted by coercively threatening employees with layoff and refusal to reinstate them after a strike if they supported the Union; by telling employees that they could work if they promised not to strike; by ordering police to search and arrest union officials; and by discriminaorily laying off eight of its employees. In addition to finding the foregoing violations of Section 8(a)(1) and (3) of the Act, we also found that in two respects the Respondent, through its president, Samuel Roth, refused to bargain in good faith in violation of Section 8(a)(5) of the Act. 8/ Our order in that case, which issued on January 23, 1974, 9/ provided for the usual remedies, including the affirmative order that the Respondent bargain with the Union as the exclusive bargaining representative for "all" of the employees in the appropriate unit. The instant case concerns the Respondent's further disregard of the good-faith bargaining principle.

On February 1, shortly after our order in the prior case issued, the Union requested bargaining with the Respondent and submitted

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7/ Of course, these agreements contained many other provisions and clauses dealing with such matters as subcontracting, direction of work force, wages, hours, pensions, and severance pay. In all, the 1969-72 contract contained some 35 articles and an appended wage rate schedule.

8/ Romo Paper Products Corp., 208 NLRB 644 (1974).

9/ Hereafter all dates are in 1974.

proposals which were essentially the 1969-72 contract with several amendments, including provisions for increased contributions to the employees' pension and life insurance funds, a 35-hour workweek, and $1-per-hour increase to the wage rates provided for in the expired contract. On March 11, the Union, represented by Vice President John Danetra, held its first bargaining meeting with the Respondent, represented by President Roth and his attorney, Robert Dinerstein. At this initial meeting, Dinerstein, the Respondent's chief spokesman, announced that he had not seen the 1969-72 contract and did not have a copy of that agreement because, as he explained, to do so "would be completely adverse to my bargaining procedure." 10/ A copy of the agreement was made available to Dinerstein, and the parties then discussed the Union's demands. Roth at one point declared, "this [the 1969-72 contract] is a ridiculous contract." The parties continued to discuss the expired contract and the amendments, but nothing was accomplished. As Dinerstein explained, either he or Roth "constantly came back with the argument" that the expired contract was "inapplicable to our operation," that it "shows no understanding of what we're involved in," and that it was "boilerplate." The meeting ended with nothing of any consequence being accomplished.

Following the meeting Roth and Dinerstein conferred over the Union's demands, which as Dinerstein admitted were "for all practical purposes" nothing more than the expired contract with increases to various benefits. Roth confided to Dinerstein 11/ that

10/ Dinerstein further explained in the proceeding below that it was his "technique" to come to this bargaining session without having read the expired contract because he wanted the Union to explain first, and "in full detail," precisely what its position was before responding.

11/ The Respondent expressly waived its privilege to this discussion.

the expired 1969-72 was the "sole basis" for "all of [its] problems" because it was "inexplicable [sic] to his industry" and it endangered his position in the market. In short, the Union was imposing an "unfair burden" on the Respondent by attempting to "fit a square peg into a round hole." As an example of the "square peg-round hold" problem, Dinerstein recalled that during the discussion of a 35-hour workweek Danetra had observed that the employees were always scheduled to work 2 hours of overtime each week, but were only compensated at their straight-time rate. At the conclusion of this conference, the Respondent's counsel proceeded to study the expired contract, noting especially the "cost factor" items.

The Respondent's counsel, Dinerstein, requested a delay in the negotiations until April 1, and the parties held their second meeting on that date. Dinerstein arrived late at this meeting and, when he had arrived, announced that he had to leave early, within 90 minutes. 12/ Once the meeting began, Dinerstein handed to the union negotiators a letter containing the Respondent's "demands," which, as the Administrative Law Judge found, "diluted and expunged substantial benefits embodied in the 1972 contract." Thus, the Respondent demanded the elimination or significant modification of some 25 of the expired contract's 35 articles, including, inter alia, the following subjects: recognition, union membership (union shop), work preservation (limiting subcontracting), reporting information (data concerning employee status used for grievance handling), length of service (the seniority principle), business slack (adherence to

12/ Indeed, it is undenied that Dinerstein, or Roth, or both of them, arrived late at each and every meeting. For his part, Dinerstein admitted telling the union negotiators on "many times--[and] I made it very clear that I most unfortunately have had the bad habit of very rarely being punctual -- it's very often an uncontrollable characteristic."

seniority during layoffs), new jobs or vacancies (the right of employees to bid, according to seniority, on new unit jobs and vacancies in the unit), operating control (the right of employees to bid, according to seniority, on manning new machines introduced into the unit work), temporary transfers (the right of unit employees to retain a present higher wage rate when transferred to a job with a lower wage rate), direction of employees (employees directly responsible to immediate supervisor), severance pay, adjustment of grievances (removal of the parties' permanent contract arbitrator), insurance, remedies for defaults in checkoff or pension fund payments, leaves of absence, payment for time off (including time for year-end vacations and military induction), jury service, deaths in an employee's immediate family, holidays, vacations, hours of work, overtime, lunch and supper, standard functional rates and increases, and, finally, hiring rates. On this last point the Respondent demanded, inter alia, that the initial hiring rate of $2.60 per hour, as provided in the 1969--72 contract, be reduced to $1.80. The Respondent also rejected outright virtually all of the Union's February 1 proposed amendments. 13/ In conclusion, the Respondent's letter demanded adoption of seven clauses, including a management prerogative clause 14/ and clauses permitting the

13/ The Respondent indicated that it was taking no position on the pension plan and trust fund agreement, and deferred negotiating wage increases "until we know what the balance of the contract will cost."

14/ The Respondent handed the union negotiators a copy of this clause at the March 11 meeting. As mentioned, the April 1 letter demanded elimination of the operating control clause, contained in the 1969 contract. In its place the Respondent demanded a new clause which provided, in relevant part, that:

> Any and all rights, powers, privileges, or prerogatives and authorities, whether exercised or not, which the [Respondent] had possessed prior to its having (Continued)

unqualified right to discharge employees for failing to meet new production and quality control standards, and for "excessive absenteeism" (defined, inter alia, as absenteeism during "any defined period").

It is unnecessary to discuss all of these demands in any greater detail, but special attention is directed to the demands regarding recognition, union membership, seniority, and the management prerogative clause as it affected discipline and layoffs. Thus, the Respondent first demanded that the Union only be recognized as the bargaining representative for "positions currently in existence covered by the expired [1969--72] agreement," and that recognition not be extended to employees in "new jobs." Since 1961, the Respondent had recognized the Union as the exclusive representative of "all" its employees. Moreover, the "new jobs

14/ (Continued) recognized the Union or prior to its having entered into [a] contractual relationship with the Union, are retained and reserved by the [Respondent] except only if those rights are specifically and expressly abridged by this Agreement.

* * * * *

[The Respondent shall have "exclusive rights" to] establish new jobs; abolish or change existing jobs, establish, abolish and change work procedures; increase or decrease the number of jobs, or employees . . . determine the work schedules of employees, assign work to be performed; subcontract out or transfer any work, operation or part thereof done by employees in the bargaining unit or otherwise; establish and change work schedules; transfer employees from job to job, and from shift to shift . . . layoff, discharge, promote and discipline employees; direct the work force to make, change, amend or rescind work rules . . . . Neither the exercise nor the effect of the exercise upon employees of any rights reserved exclusively to the [Respondent] by this Article shall be subject to the arbitration procedure established by this Agreement, unless the Agreement specifically provides to the contrary.

or vacancy" clauses of the previous agreements [15] specifically covered "all new jobs created, or open as a result of a vacancy," within the unit.

Second, the Respondent demanded elimination of the union-membership (union shop) clause embodied in each contract since 1961. In the new contract, the Respondent demanded that "it shall not be required that any employee join the union nor shall any employee be required to belong to or to remain a member in good standing of the Union."

Third, the Respondent demanded elimination of the seniority principle -- i.e., last hired-first laid off, etc. -- contained in the preceding four contracts. In these and other respects, concerning bidding for promotions, new jobs, and vacancies, seniority was recognized, but only where "practicable," as interpreted by the Respondent.

Fourth, the Respondent's new management prerogative clause, supra, vested in the Respondent "sole" discretion to "discipline employees," whereas the previous four contracts had generally limited this right by requiring "sufficient and reasonable" cause, or for other "legitimate reasons." Of course, the Respondent's demand also severely limited the scope of disputes referrable to the grievance-arbitration provisions of the 1969, 1966, 1963, and 1961 contracts uniformly covering "all grievances or complaints."

After handing the Union a copy of its demands, Dinerstein stated that he had to leave the meeting early. Union Representative Danetra scanned the demands, stated that the $1.80 hourly starting rate was less than the Federal minimum wage and substantially below the previous rate of $2.60 and added, "We are not going forward, we

15/ Such a clause was not included in the 1961--63 contract, but was a part of each succeeding contract.

are going backwards." The Respondent refused to change its position. Again noting the substantial departure from previous contracts, Danetra sought an explanation for the changes in the provisions dealing with recognition and the union-membership clauses. Danetra argued that the recognition clause would, for example, permit non-union members to work in the bargaining unit "whenever the Company sees fit." Dinerstein replied that the Respondent should decide "who is going to work in the plant . . . [and] this is the [Respondent's] proposal." It is undenied that the Respondent refused to change its position and "that was the Company's stand." At or about this time Danetra glanced over the rest of the Respondent's demands and declared, "This whole thing is just a reversal of our whole previous contract."

The Union's attorney requested a meeting with his client. After this recess, lasting 20 minutes, the union representatives returned to announce that "we will stay until the end and go over each item" of the Respondent's proposed agreement. Dinerstein reiterated his intention to leave early, but offered to go over some of the items. The parties continued their discussion of union recognition and the union-shop provisions of the previous contracts. While insisting that the Respondent wanted these new provisions, Dinerstein was unable to offer reasons. Finally, after Danetra mentioned never having "any real language problems" before, Dinerstein said he was simply "an expert at ripping contracts apart." 16/

There followed some discussion of a number of the demands, which the Union, by and large, rejected outright. The Respondent also remained adamant in its position.

16/ Dinerstein could not recall whether he had discussed these demands with Roth, or given to him a copy of these demands before the meeting. Also, the record does not show whether Dinerstein had reviewed the 1961, 1963, and 1966 contracts.

On April 4, the parties held their third bargaining session, resuming their discussion of the Respondent's demands. However, as the Administrative Law Judge concluded, there was no significant change in their positions. During this meeting, as before, the Union demanded discussion of the economic issues. Dinerstein explained such items as vacations, holidays, overtime, jury service, death benefits, and the like were economic issues and that these matters would have to be resolved before the Respondent could be able to discuss, seriously, an increase in wages. However, the Respondent also indicated that "all demands or nearly all demands are economical" and must be resolved one at a time. Thus, as Dinerstein further explained, the Respondent did not move on other economic demands until such "language" or "tangential" matters as union recognition and membership were resolved. And, as indicated above, the Respondent was standing firm in its insistence that these "language" subjects be settled. 17/ The Respondent insisted on its demand when the parties were discussing what constituted "new jobs." During the April 4 session, the Respondent defined a new job as one which was performed by a machine which did less than 80 percent of the work of an existing machine. Later, the Respondent modified this standard to 70 percent. However, the Respondent was also insisting that it have sole discretion in determining which employee -- whether a new employee or a present one -- would initially man the machine and/or be transferred to it.

The Respondent also remained adamant on elimination of the union-shop clause. The Union rejected this demand outright. Finally, the Union agreed to consider the Respondent's demand to

17/ In a letter dated April 10, the Respondent summarized the April 1 and 4 meetings, noting that no accord had been reached on the recognition demand of April 1.

honor seniority only "where practicable subject to service and ability of the employee," but rejected the further condition that the Respondent "should have sole discretion as to what is practicable."

Before the next meeting on May 9, the parties exchanged correspondence, including the above-mentioned letter of April 10. Dinerstein barely recalled receiving three of the Union's four letters sent during this period, [18] but he did respond to a fourth letter requesting interest arbitration. In his reply letter of April 12, Dinerstein rejected the Union's overture as "premature."

The May 9 bargaining session opened with a discussion of the Union's medical pension plans and job classifications. On the latter point, Dinerstein agreed to a joint review of the matter, and abandoned Respondent's earlier demand that it determine the classifactions unilaterally. The only other matter of any significance was the Respondent's offer, as outlined in its April 10 letter, to apply its counterproposals for vacations, severance, medical insurance, and pensions only to more employees, namely, those hired after a new agreement was reached, and that existing benefits, as provided in the expired contract, would be retained by current employees. The Union objected, stating that such a proposal was, in effect, a demand that it negotiate two separate

18/ One of these three letters was sent by certified mail and the receipt was signed by an individual in Dinerstein's office. Dinerstein had difficulty recalling these letters and his several phone conversations with the Union's attorney during this period. By way of explanation, he testified that he did not keep "cumulative, petty records" of his correspondence because "[t]o be very blunt . . . the position of the union at that point in time was, at best, weak . . . [and] I didn't believe I was entering into the normal union-management negotiations situation where a union is bargaining from strength."

contracts, one for current employees and one for new employees, within the same unit. Dinerstein replied that this was "precisely" what the Respondent was advocating. Thereafter, the Union again offered to arbitrate their differences, and the Respondent again refused. The Union then offered mediation, which the Respondent said it would consider. However, by letter dated May 23, the Respondent rejected the Union's offer to submit to mediation as "premature."

The parties' final meeting was held on July 31, at which time Union Representative Danetra stated, "Let's talk money," indicating that a $.10 per hour increase was unacceptable to the Union. The Respondent refused to go any further than it had, indicating that it would not discuss increases until the cost of other items was determined; that it preferred to work out the "language" first. In any event, the parties then discussed the Respondent's demand regarding severance pay and the substitution of personal leave days for the year-end vacation. On the latter point, the Respondent insisted that, in order not to be docked for personal leave, an employee who was absent due to illness would be required to bring a doctor's note. The matter was left open. Finally, there was some discussion about present employees retaining current benefits, pursuant to the Respondent's current employees-current benefits proposal. Danetra pointed out that for the first time since negotiations began there was "some movement" by the Respondent, regarding Respondent's formula for computing vacation pay. Roth then declared that his competitors did not have such vacation clauses. Whereupon, the Union again requested the names of his competitors. Roth refused to give such names, but at Dinerstein's suggestion he finally gave the Union a list of five names. The discussion returned to vacations, but no agreement was reached.

As the Administrative Law Judge concluded, there were no further negotiating sessions. By letter dated August 2, the Union requested that the Respondent furnish financial data to substantiate its alleged "inability to meet [the Union's] demands or maintain existing benefits," and further requested that the Respondent confirm "our tentatively scheduled bargaining session for August 15." Four days later, Dinerstein replied, stating:

> I strongly resent the mischaracterization of the company's bargaining position in your letter . . . . At no time did the company assert any financial inability to meet any of the union's demands as the basis for the company's position. Furthermore, at no time nor for any reason did the company allege any inability to maintain existing benefits.

Continuing, the letter stated that the basis for the Respondent's position was "the premise that the last contract negotiated was not as favorable to the company as it might have been" and that the Respondent "simply wanted to negotiate what it felt was a more equitable contract for the future." The letter further stated that the Union's request was "a ploy to establish further obstacles," because the "only two references to general economics . . . were with reference to (1) the company's position in the marketplace and, (2) the country's general economic situation." With regard to the former matter, the letter simply noted that the Respondent had "immediately supplied" the names of its competitors. With regard to the latter reason, the Respondent stated that during negotiations "there was no representation, stated or implied, that [the Respondent] has assumed its bargaining position as a result of the effects the economic situation has had upon it." Finally, Dinerstein claimed that he was holding the August 15 date open subject to Roth's confirmation.

In letters dated August 12 and 15, respectively, the Respondent confirmed that the August 15 meeting was canceled at the Union's request, and the Union replied that the meeting was canceled because Roth had not confirmed that date by August 9 at which time Danetra had engaged other business on August 15. This letter also observed that the Union was "certain that on numerous occasions both you [i.e., Dinerstein] and your client pleaded financial inability to meet the Union's demands." Finally, the Union requested a meeting after August 28.

In reply, Dinerstein, on August 20, wrote to union counsel stating that claims that the Respondent relied on financial inability during the negotiations "are deliberate misrepresentations" and concluding with the following statement:

> I am not forwarding a copy of this letter [i.e., the Union's letter of August 15] to my client as I have no intention of inciting him over the apparently erroneous recollections nor of causing you any embarrassment.
>
> It would be appreciated if you will [sic] forward a letter retracting the allegation or I will be forced to disclose the fraudulent misrepresentations to my client and take appropriate steps to protect his interests.

The letter made no mention of a future bargaining session.

Thereafter, on September 11, the Respondent indicated that it would be available on September 23 and 25. On September 16, the Union replied by certified mail that September 25 was agreeable. The meeting was never held because, as explained in an October 2 letter, Dinerstein did not receive the Union's September 16 letter until September 30, "[a]s ludicrous as this may seem . . . ." Dinerstein also requested that the Union contact him to arrange for another meeting. However, the Union never did, and the proceedings in the instant matter were begun on October 15.

In assessing the foregoing conduct, the Administrative Law Judge concluded that the Respondent had not failed to bargain in good faith. To support this conclusion he found that the Respondent had not taken a "fixed position" on its April 1 demands, as shown by its May 9 "current benefits" proposal, and he also relied on the Union's admission that there was "some movement" at the final July 31 session.

We do not agree with his conclusion or the analysis which supports it. To begin with, the Administrative Law Judge's analysis does not squarely meet the issue in this case. As framed by the underlying complaint the issue is whether, beginning on February 1, and "at all times thereafter," the Respondent negotiated in bad faith. It is apparent, therefore, that we are looking at an entire course of conduct which can only be judged when all of its twists and turns are considered. Therefore, avowals of "flexibility," or admissions of "some movement," can only have meaning if the underlying facts support such conclusionary statements. In addition, we do not understand the General Counsel to be arguing that this is a case where a party has insisted on a nonmandatory subject of bargaining (i.e., recognition) to the point of impasse, as the Administrative Law Judge apparently assumed. 19/ Again, at issue here is the Respondent's course of conduct and whether it approached bargaining with the requisite "serious intention" to reach a common ground.

A review of the February 1 - July 31 bargaining sessions reveals that the Respondent rejected virtually all of the Union's demands, which were admittedly little more than the expired contract. Then, attacking that contract as "ridiculous," the Respondent

19/ Specifically, we note his citation of Borg-Warner, supra.

sought to emasculate the expired agreement by demanding, on April 1, that some 25 of its 35 provisions be eliminated or substantially altered. Thus, with the exception of the "current benefits" subjects, [20] which we shall discuss below, the Respondent refused to reinstate any of the remaining 20 provisions, all of which were part and parcel of the parties' last contract. Indeed, many of these benefits, rights, and conditions were incorporated in the previous three agreements, dating back to 1961. Thus, among other provisions, those dealing with recognition, union membership, seniority, and the limitation on the right to discharge except for "reasonable or sufficient cause" were firmly established by contract for a period of some 13 years. The Union naturally sought an explanation for the Respondent's sudden insistence on these "language" changes, because in the past such provisions -- in particular, recognition and membership -- had been negotiated and adopted without difficulty. By its own admission, the Respondent responded by "constantly" arguing that the expired contract was "inapplicable to our operation"; that it was only "boilerplate," an attempt to "fit a square peg into a round hole." But the Union pressed on, and the Respondent's chief negotiator finally explained that he was simply an "expert at ripping contracts apart." [21]

Here we emphasize that this kind of talk was not merely an opening-day bombast, because it is virtually conceded that the Respondent never really altered the course it had taken on April 1 with regard to these "language" matters. Thus, for example, it is undenied that the Respondent throughout the 6 months of bargaining

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20/ That is, holidays, vacations, severance pay, and medical and pension plan benefits.

21/ Dinerstein never denied making this statement.

remained adamant on its seniority and discipline demands. And, when asked if the Respondent ever, during the 6 months of negotiations, "in any way" modified its demand that union membership be aliminated, its chief negotiator replied, "Definitely not."

Finally -- and perhaps most telling of all -- Dinerstein further admitted that the Respondent did not make "any movement" during negotiations on its demand that the Union relinquish, after 13 years, its status as exclusive bargaining representative of all of the Respondent's unit employees. Standing alone, this was a grave matter. For the Union it meant denying the very premise which underlay four successive bargaining agreements, our order of January 1971, and -- when coupled with the expunging of the union-membership requirement -- the Union's continued existence as the bargaining representative of some, if not all, of the unit employees.

In these circumstances, it is clear to us that the Respondent was failing to meet its bargaining obligation so long as it persisted in its recognition demand. Although, as the Administrative Law Judge found, this conduct did not precipitate a bargaining impasse, such a flagrant attempt to denigrate the Union is certainly evidence of bad faith. Moreover, this conduct does not stand alone as evidence of bad faith: Specifically, we rely on the additional findings that the Respondent insisted on elimination of the union-membership requirement, emasculation of seniority, and virtually sole discretion over disciplinary actions; again, without any real attempt to explain its position, the Respondent adopted a stand-pat attitude with regard to the elimination or reduction of 20 or so other benefits and rights long accorded to its employees in successive bargaining agreements, and, in effect, refused to accept anything short of a

substantial reduction of its previous contract; the Respondent tendered admittedly unacceptable and indeed apparently unlawful wage proposals, and thereafter refused to negotiate or discuss seriously these and other so-called economic issues until all "language" matters (including recognition) were first settled.[22] Finally, we rely on the Respondent's refusal to offer any explanation for its demand that starting hourly rates be drastically reduced, except as a device to force the Union to adopt patently unacceptable "language" demands. In sum, it is clear that the Respondent's proposals, if accepted, would have left the employees considerably worse off with Respondent's proposed contract than they would be without one. Such demands calling for a drastic reduction in existing rights, benefits, and conditions -- especially with regard to recognition and union membership, seniority, and discipline -- do not evidence "hard-bargaining"; instead, they indicate a design to prevent an agreement. See Herman Sausage, supra. For it is settled that an employer has not met its statutory obligation by insisting on demands which do not have "the slightest chance of acceptance by a self-respecting union." N. L. R. B. v. Reed & Prince Manufacturing Company, 205 F. 2d 131, 139 (C. A. 1, 1953),

22/ We note that the Respondent initially proposed, inter alia, a starting hourly wage of $1.80 per hour, which was below the lawful Federal minimum wage. Thereafter, the Respondent offered an across-the-board $.10 increase to the wage schedule of the expired contract, but conditioned the increase on adoption of a new production standard, to be unilaterally determined by the Respondent. Without commenting further on the Respondent's wage demands or concessions, we find -- as the Respondent admitted -- that the Respondent refused to discuss wages and other economic benefits seriously until recognition and all other noneconomic issues were resolved. As stated, we find that the Respondent's position with regard to these latter subjects was taken in an attempt to denigrate the employees and their bargaining representative.

cert. denied 346 U.S. 887. [23] In these circumstances, we fail to see how "some movement" by the Respondent, after 6 months of negotiation, on a relatively minor matter could counterbalance the unrealistic demands the Respondent was placing on the Union as the price for an agreement.

We find additional evidence of bad-faith bargaining in the Respondent's rejection of the Union's request for economic data assertedly underpinning the Respondent's demand for wage reductions; [24] the Respondent's outright rejection of offers to mediate the parties' differences; the Respondent's admitted unpreparedness at the outset of negotiations; and, finally, the Respondent's conceded cavalier attitude toward arriving at bargaining sessions on time.

There remains the Respondent's May 9 "current benefits" proposal that "current employees" would be permitted to retain the "holiday, vacation, severance pay, and medical and pension plan" benefits contained in the expired 1969--72 contract. [25] At

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23/ See also Vanderbilt Products v. N.L.R.B., 297 F.2d 833 (C.A. 2, 1961); Continental Insurance Company v. N.L.R.B., 495 F.2d 44 (C.A. 2, 1974).

24/ In its letters of August 6 and 20 the Respondent characterized as "fraudulent" the Union's assertion that the Respondent had claimed "financial inability" to meet any of the Union's demands. But, by its own admission, the Respondent at least once had labeled the expired contract's wage schedule as "prohibitive," and preventing it from undertaking certain work "profitably."

25/ There is some dispute over the subjects covered by this proposal. The above-listed benefits were specifically identified by Dinerstein on several occasions as the only ones coming within the reach of the "current employee-current benefit" offer. However, earlier in his testimony, he stated that during one discussion at the May 9 meeting:

> I then indicated quite clearly that as respects each and every one of our [April 1] demands, the demands where there would be any reduction in any way, shape or form [with the exception of the rate to be paid for overtime] it would not suffer any reduction to current employees, it would only affect new employees. (Continued)

best, the proposal is confusing. Union Representative Danetra asked if the Respondent was suggesting that the Union negotiate two contracts, one each for current and new employees. Dinerstein replied that that was "precisely" what he was advocating, although the Respondent, through its recognition proposal, was concurrently demanding that the Union forfeit its status as representative for these new employees. Dinerstein conceded that Danetra did not understand his proposal, and, indeed, we have difficulty reconciling it with the Respondent's recognition demand. In any event, the proposal consisted of nothing more than the granting of certain benefits that had existed in the expired contract, and, even if viewed as a concession, it would not, in our view, remove either the infirmities which attended the Respondent's other demands or the manner in which the Respondent conducted itself during negotiations.

Finally, although we are not specifically called upon to decide the issue, in our view, the Respondent's recognition and the substandard starting wage ($1.80) demands alone are sufficient to support findings of violation of Section 8(a)(5). As stated above, the former demand, requiring the Union to cede a portion (if not all) of its exclusive representative status, is nothing but a brazen attack on the basic tenet which underlay not only the parties' 13 years of bargaining but our order in 208 NLRB 644 as well. And the latter unlawful demand is nothing short of a clear affront to the well-defined

25/ (Continued) But Dinerstein later modified this to include only the subjects listed above. For its part, the Union understood the evolving "current employee-current benefit" plan to encompass only severance pay and, possibly, vacations. We find no cause to resolve these differences in view of the Administrative Law Judge's findings and the fact that no exceptions were taken as to this matter.

requirements of remedial social legislation: the prevailing State of New York minimum wage was $1.85 [26] and, after May 1, the Federal minimum wage was $2. [27] The Respondent offered no justification for its conduct in either regard and, of course, there is none. Thus, we find that as long as the Respondent insisted on these demands [28] it adopted a position so demonstrably antithetical to the bargaining principle as to constitute a defiant breach of Section 8(a)(5). Although no impasse occurred, we do not see how the Union's willingness to continue negotiations in the face of such highly disadvantageous (and even unlawful) demands can be credited to the Respondent's asserted good-faith bargaining.

Accordingly, we find that the Respondent violated Section 8(a)(5) and (1) of the Act by negotiating with the Union in bad faith and with no intention of entering into any final or binding agreement. We shall again order that the Respondent bargain with the Union in good faith.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Romo Paper Products Corp., Brooklyn, New York, its officers, agents, successors, and assigns, shall:

26/ N.Y. Labor Law §652(1)(d) (McKinney Supp. 1975). On May 1, the minimum wage was raised to $2, §652(1)(e).

27/ 29 U.S.C.A. §206(a)(1) (Cumm. 1975). Although the amendment raising the minimum wage from $1.60 to $2 was not effective until May 1, the Congress approved the legislation in late March, and the President signed the bill on April 8.

28/ The Respondent later withdrew its starting wage demand.

1. Cease and desist from:

(a) Interfering with or restraining its employees while they are engaged in picketing as protected by Section 7 of the National Labor Relations Board, as amended.

(b) Refusing to bargain in good faith with the Union in the following appropriate unit:

> All of our employees employed at our 36th Street plant, exclusive of office clerical employees, guards, and all supervisors as defined in the Act.

(c) In any other manner interfering with, restraining, or coercing employees in the exercise of their right to self-organization, to form labor organizations, to join or assist Folding Box, Corrugated Box and Display Workers Union, Local No. 381, International Brotherhood of Pulp, Sulphite and Paper Mill Workers, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized by Section 8(a)(3) of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Upon request, bargain in good faith with the Union for employees in the aforesaid appropriate unit with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement.

(b) Post at its plant in Brooklyn, New York, copies of the attached notice marked "Appendix." [29/] Copies of said notice, on

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29/ In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice (Cont'd)

forms provided by the Regional Director for Region 29, after being duly signed by a representative of the Respondent, shall be posted by the Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 29, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

Dated, Washington, D.C. September 23, 1975.

John H. Fanning, Member

Howard Jenkins, Jr., Member

John A. Penello, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

29/ (Cont'd) reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Act gives all employees these rights:

To engage in self organization

To form, join, or help unions

To bargain collectively through a representative of their own choosing

To act together for collective bargaining or other mutual aid or protection and

To refrain from any or all these things.

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of these rights. Specifically,

WE WILL NOT interfere with or restrain our employees in the exercise of their rights to peacefully picket, as protected by Section 7 of the National Labor Relations Act, as amended.

WE WILL NOT continue to bargain in bad faith, but WE WILL, upon request, bargain in good faith with Folding Box, Corrugated Box and Display Workers Union, Local No. 381, International Brotherhood of Pulp, Sulphite and Paper Mill Workers, AFL-CIO, as the representative of our employees in the unit described below:

All of our employees employed at our 36th Street plant, exclusive of office clerical employees, guards, and all supervisors as defined in the Act.

And, if an understanding is reached, WE WILL embody such understanding in a signed agreement.

ROMO PAPER PRODUCTS CORP.
(Employer)

Dated _____ By _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, Fourth Floor, 16 Court Street, Brooklyn, New York 11241, Telephone 212-596-5386.

GENERAL COUNSEL'S EXHIBIT NO. 1

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

Case No. 29-CA-3884

Date Filed 5-20-74

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer: Rome Paper Products Corp.

b. Number of workers Employed: Approximately 18-20

c. Address of establishment involved (street and number, city, State, and ZIP code): 7-10 46th Street, Long Island City, New York 11101

d. Employer Representative to Contact: Samuel Roth

e. Phone No.: (212) 937-1720

f. Type of Establishment (factory, mine, wholesaler, etc.): Factory

g. Principal Product or Service: Paper pads and calendars

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and _____ (list subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the unfair labor practices, including names, addresses, places involved, dates, places, etc.)

Since on or about February 1, 1974 and continuously down to the present time the above-named employer has failed and refused to bargain in good faith with Local 381 Folding Box, Corrugated Box and Display Workers Union, the duly designated collective bargaining representative of its employees in the unit of employees found appropriate in the Decision and Order of the Board in Case No. 29-CA-3068 (208NLRB No.96)

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full name of Party Filing Charge (if labor organization, give full name, including local name and number): Folding Box, Corrugated Box and Display Workers Local 381

4a. Address (street and number, city, State, and ZIP code): 170 Old Country Road, Mineola, New York 11501

4b. Telephone No.: (516) 248-2662

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization): International Brotherhood of Pulp, Sulphite and Paper Mill Works, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By _____ (Signature of representative or person making charge) (Title, if any) Vice President Local Director

Address 1 Glenwood Lane (no number) (516) 626-2863 (Telephone No.) May 17, 1974 (Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

GPO 837-473

GENERAL COUNSEL'S EXHIBIT NO. 1 (Cont'd)

COMPLAINT AND NOTICE OF HEARING

It having been charged by Folding Box, Corrugated Box and Display Workers Union, Local No. 381, International Brotherhood of Pulp, Sulphite and Paper Mill Workers, AFL-CIO, herein called the Charging Party, that Romo Paper Products Corp., herein called Respondent, has engaged in, and is engaging in, certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C., Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director for Region 29, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations - Series 8, as amended, Section 102.15, hereby issues this Complaint and Notice of Hearing and alleges as follows:

1. The Charge in this proceeding was filed by the Charging Party on May 20, 1974, and served by registered mail upon Respondent on May 20, 1974.

2. Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of New York.

3. At all times material herein Respondent has maintained its principal office and place of business at 37-06 36th Street, Long Island City, in the Borough of Queens, City and State of New York, herein called the 36th Street plant, where it is, and has been at all times material herein, engaged in the manufacture, sale and distribution of writing pads, and related products.

4. During the past year, which period is representative of its annual operations generally, Respondent, in the course and

conduct of its business, purchased and caused to be transported and delivered to its 36th Street plant, paper products, and other goods and materials valued in excess of $50,000 of which goods and materials valued in excess of $50,000 were transported and delivered to its plant in interstate commerce directly from states of the United States other than the state in which it is located.

5. During the past year, which period is representative of its annual operations generally, Respondent, in the course and conduct of its business operations, manufactured, sold and distributed at its 36th Street plant, products valued in excess of $50,000, of which products valued in excess of $50,000 were shipped from said plant in interstate commerce directly to states of the United States other than the state in which it is located, or to firms located in New York State which themselves are directly engaged in interstate commerce.

6. Respondent, is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

7. The Charging Party is, and has been at all times material herein a labor organization within the meaning of Section 2(5) of the Act.

8. Samuel Roth is and has been at all times material herein the president of Respondent and an agent and supervisor thereof.

9. All employees of Respondent, employed at its 36th Street plant, exclusive of office clerical employees, guards, and all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

10. At all times since on or about September 1, 1960, and continuing to date, the Charging Party has been the representative for the purposes of collective bargaining of all the employees in the

unit describe above in paragraph 9 and, by virtue of Section 9(a) of the Act, has been, and is now, the exclusive representative of all the employees in said unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

11. On or about September 1, 1969 Respondent and the Charging Party executed and thereafter maintained in effect and enforced a collective bargaining agreement, expiring August 31, 1972, relating to rates of pay, wages, hours of employment, and other terms and conditions of employment of the employees of Respondent where under, inter alia, Respondent recognized the Charging Party as the exclusive collective bargaining representative of its employees in the unit of employees described above in paragraph 9.

12. On January 23, 1974, following a decision by an Administrative Law Judge based upon a complaint issued on a charge filed October 6, 1972 in Case No. 29-CA-3068, the Board in a Decision, 208 NLRB No. 96 ordered Respondent inter alia to

(a) Cease and desist from:

Failing and refusing to bargain collectively, upon request, with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment with Folding Box, Corrugated Box and Display Workers Union, Local No. 381, International Brotherhood of Pulp Sulphite and Paper Mill Workers, AFL-CIO, as the exclusive representative of its employees in the appropriate unit described in paragraph 9 above and, if an agreement is reached, embody such understanding in a signed agreement.

(b) Upon request, bargain collectively with Folding Box, Corrugated Box and Display Workers Union, Local No. 381, International Brotherhood of Pulp, Sulphite and Paper Mill Workers, AFL-CIO, as the exclusive representative of the employees in the

aforesaid appropriate unit with respect to rates of pay, wages, hours of work, and other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement.

13. On or about February 1, 1974, the Charging Party requested Respondent to bargain collectively with it as the exclusive collective bargaining representative of Respondent's employees in the unit described above in paragraph 9 with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment of said employees.

14. Since on or about February 1, 1974, and at all times thereafter, Respondent has negotiated with the Charging Party in bad faith and with no intention of entering into any final or binding collective bargaining agreement with it.

15. By the acts described above in paragraph 14 and by each of said acts, Respondent interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

16. By the acts described above in paragraph 14, and by each of said acts, Respondent refused to bargain collectively and is refusing to bargaining collectively with the representative of its employees, and thereby engaged in, and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and Section 2(6) and (7) of the Act.

17. The acts of Respondent described above in paragraph 14, occurring in connection with the operations of Respondent, described above in paragraphs 2 through 6, have a close, intimate,

and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

PLEASE TAKE NOTICE that on the 15th day of October, 1974 at 10 A. M. at 16 Court Street, Fourth Floor, in the Borough of Brooklyn, in the City and State of New York and consecutive days thereafter until concluded, a hearing will be conducted before a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony. Form NLRB-4668, Statement of Standard Procedures In Formal Hearings Held Before The National Labor Relations Board In Unfair Labor Practices Cases, is attached.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to the said Complaint within ten (10) days from the service thereof, and that unless it does so all the allegations in the Complaint shall be deemed to be admitted by it to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

Dated at Brooklyn, New York this 30th day of August, 1974.

/s/ Samuel M. Kaynard
Regional Director
National Labor Relations Board
Region 29
16 Court Street
Brooklyn, New York 11241

SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD BEFORE THE NATIONAL LABOR RELATIONS BOARD IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT, AS AMENDED

The hearing will be conducted by an Administrative Law Judge of the National Labor Relations Board. He will preside at the hearing as an independent, impartial trier of the facts and the law and his decision in the case will be served on the parties. His headquarters are either in Washington, D.C. or San Francisco, California.

At the date, hour, and place for which the hearing is set, the Administrative Law Judge, upon the request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to assure that the issues are sharp and clear-cut, or he may, on his own initiative, conduct such a conference. He will preside at any such conference, but he may, if the occasion arises, permit the parties to engage in off-the-record discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be reflected in the ultimate record -- for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the Administrative Law Judge conducting the prehearing conference will be the one who will conduct the hearing. It is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or to make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the Administrative Law Judge for his approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the Administrative Law Judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the Administrative Law Judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The Administrative Law Judge will allow an automatic exception to all adverse rulings, and, upon appropriate motion, an objection and exception will be permitted to stand to an entire line of questioning.

(Name, Street and Number, City, State, and ZIP code)	(b) Telephone No.
91-31 92nd Road, Mineola, New York 11501	(516) 248-2662

(c) Name of each labor organization of which it is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

Brotherhood of Pulp, Sulphite and Paper Mill Workers, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By (Signature of representative or person making charge) (Print) and Vice President

Murray Lamb (Print/Type) (516) 626-2833 May 4th, 1971

(Date)

GENERAL COUNSEL'S EXHIBIT NO. 1 (Cont'd)

ANSWER

ROMO PAPER PRODUCTS CORP., by its attorneys, GUTTERMAN & POLLACK, answering the complaint herein:

1) Denies knowledge sufficient to form a belief as to each and every allegation in the complaint contained in Paragraphs 1, 4, 5, 6, 7, 9, 10.

2) Denies each and every allegation in the complaint contained in Paragraphs 14, 15, 15, 17.

/s/
Robert Jay Dinerstein
of Counsel to
GUTTERMAN & POLLACK

Dated: Valley Stream, New York
September 11, 1974

GENERAL COUNSEL'S EXHIBIT NO. 2(a)

AGREEMENT made as of the 1st day of December 1966 by and between ROMO PAPER PRODUCTS and their successors and assigns, (hereinafter sometimes called the Company) and the FOLDING BOX, CORRUGATED BOX AND DISPLAY WORKERS LOCAL 381, INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE AND PAPER MILL WORKERS, affiliated with the A. F. L. -C. I. O. (hereinafter sometimes called the Union)

WHEREAS the parties hereto are desirous of promoting and maintaining harmonious relations between employer and employees and of assuring industrial peace; and

WHEREAS, it serves the interests of both parties to have as many as possible of the plants under contract to the Union operating under uniform Articles of Agreement as to minimum wage scales and terms and conditions of employment, and bound by a common form of contract with the Union;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - WITNESSETH

WHEREAS the Union represents more than a majority of the employees in the plant listed above and to the knowledge of the parties no other individual or labor organization represents or claims to represent, any of the employees within the jurisdiction of the Union in the plants heretofore stated for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

NOW, THEREFORE, for and in consideration of the premises the parties hereto agree as follows:

ARTICLE III - RECOGNITION

The Company recognizes the Union as the exclusive representative of all the employees in the plant of the Company for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Each employer agrees that during the terms hereof and during any period of negotiations for its renewal, extension, or succession it will not in any respect to any plant or department, or job covered hereunder sign any contract recognizing any other Union.

The unit for which the Union is recognized consists of all jobs listed in Exhibit A attached hereto and all other jobs that the Company may add to its operation, in the plants now operated by the Company or such further plants as it may acquire or operate during the terms of this Agreement.

In the event of the removal of any plant covered by this contract to a location outside the New York and New Jersey Districts, this contract shall nevertheless continue to apply.

ARTICLE IV - UNION MEMBERSHIP

When new employees are hired by the Company, the Company shall notify the Union on a card supplied by the Union within forty-eight (48) hours from hiring. New employees shall present to the Shop Steward a section of such card, before starting work.

The Company agrees that all employees, Union and non-union, shall as a condition of continued employment, thirty (30) calendar days after the actual beginning of employment or the effective or signing date of this Agreement, whichever is latest, become and remain members in good standing of the Union.

The employee membership in the Union shall not include any Superintendent or any Foreman having direct responsibility to the Management for the operation of the department of which he is Foreman.

No other person connected with the Company as owner, officer, partner, shareholder, supervisor or non-working foreman, shall be permitted to engage in manual work of the type covered by this Agreement, either before, during or after working hours or on Saturdays, Sundays or holidays.

New employees may be discharged by the Company at any time during the trial period which shall be thirty (30) days from the date of hiring.

Non-discrimination - The employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, color, creed or national origin in respect to, but not limited to, (a) hiring, placement, upgrading, layoff, transfer or demotion, (b) rates of pay or other conditions of work and (c) selection for training including apprenticeship.

ARTICLE V - HOURS OF WORK, OVERTIME, LUNCH AND SUPPER

The regular working schedule shall consist of eight (8) hours each day, and forty (40) hours per week, to be worked on Monday, Tuesday, Wednesday, Thursday and Friday, except as may be provided in special rules. All times worked outside the regular working hours shall be considered overtime and shall be paid for at overtime rates.

Overtime at the rate of time and one-half shall be paid for all hours worked:

(1) Over eight (8) hours in any one day.

(2) Over forty (40) hours in any one work week.

(3) Before the regular starting time.

(4) For the first eight (8) hours of work on Saturday.

(5) If at the Company's request an employee reports for work after the regular starting time, his overtime rate shall commence after the regular quitting time.

Overtime at the rate of double time shall be paid for all hours worked:

(1) After twelve (12) hours in any one day.

(2) After the first eight (8) hours of work on Saturday.

Overtime at the rate of double and one-half time shall be paid for all hours worked:

(1) After twelve (12) hours on Saturday.

(2) For all hours worked on Sunday.

Lunch time shall be announced by the Company, but the Company shall not keep any employee more than four and one-half (4 1/2) hours before allowing a reasonable time for lunch.

Lunch time and before the start of each shift and after the end of each shift shall not be considered working hours.

ARTICLE VI- C\. ERTIME

After reasonable notice and when mutually agreeable, over-time shall be permitted.

Overtime shall be distributed on a particular shift as equally as is practicable among the employees who are able to do the work by job classification within the department. Overtime work which is offered to an employee and is refused shall count as overtime worked for the purpose of determining whether overtime has been distributed as equally as practicable among employees.

ARTICLE VII - NIGHT SHIFT

Employees hired for work on a given shift and who accept such work, recogn.ze that they have no right to transfer to another shift unless they shall make a written request to the Company and the Union for such transfer, it being understood that the senior person on each respective shift shall be given preference for such change, provided however, that they have the ability to perform the work to which they may be assigned on the changed shift.

The Company shall, wherever practicable, grant a request for a transfer from one shift to another.

All employees on the night shift shall receive a premium of 10 percent additional for work done on the second shift and a premium of 15 percent additional for work done on the third shift.

ARTICLE VIII - STANDARD FUNCTIONAL RATES AND INCREASE

The attached Schedule of Standard Functional Rates, Schedule A, indicates the approved and accepted minimum Scale of Rates for all classifications of functions.

It is agreed that employees assigned to learner category shall for the first thirty days receive the learner rate; thereafter, and at six month intervals, employees shall be increased to the next highest rate until they attain the top rate of "Class A".

Effective as of December 1, 1966, December 1, 1967 & December 1, 1968 all rates of pay for presently existing job classifications, including the rates of any employees receiving more than the minimum for their classification, are increased by ten cents (10 cents) per hour across the board each year.

This ten cents per hour increase shall likewise apply to all hiring rates each year.

ARTICLE IX - REPORTING INFORMATION

The Company shall upon request by the Union send to the Union periodically, a list of its employees covered by this Agreement, showing name, address, social security number, date of recent hiring, job classification and rate of job.

ARTICLE X - PAYMENT FOR TIME OFF

Reporting Time - Any employee reporting to work on his regular shift, unless otherwise instructed, shall receive not less than four (4) hours work, or pay, except in case of major breakdown or in other emergencies, beyond the control of the Company.

Year-End Vacation - All employees who have been in the employ of the Company one year or more shall receive time off with pay for the last working day before Christmas Day and all days between Christmas Day and New Year's Day.

Employee Injured on Job - An employee injured while working on the job and therefore unable to finish his day's work shall be paid for a full day.

Induction Pay - Employees shall be entitled to a days pay at their regular rate of pay for whatever days are required for physical examination into the Armed Forces.

Jury Duty - Employees shall be paid for the day on which they are to appear for preliminary examination for jury duty.

ARTICLE XI - VACATIONS

All employees who have completed the periods of time with the Company as herein specified prior to September 30th in any year shall receive the following time off as vacation with pay, but such vacation will not be granted until the expiration of such time as specified.

1 year	-	1 Week
3 years	-	2 Weeks
7 years	-	3 Weeks
15 years	-	4 Weeks

Vacations shall be taken during the period June 1st to September 30th, which period may be extended over the entire year where mutually agreeable.

Employees who are entitled to three weeks vacation, with pay, may at the discretion of the Company, receive two (2) weeks vacation with pay and pay in lieu of a third week's vacation.

Employees who are entitled to four weeks vacation, with pay, may at the discretion of the Company, receive three (3) weeks vacation with pay and pay in lieu of a fourth week's vacation.

Any employee who completes his time as specified during the period October 1st through December 31st shall be entitled to receive one (1) week of vacation with pay for such respective anniversary, or at the option of the employer, pay in lieu of actual vacation, prior to December 31st. In such a case five (5) months must elapse before eligibility for the next succeeding year's vacation week corresponding with the first year of continuous employment.

Vacation pay for hourly rate employees shall be computed on the basis of forty (40) hours per week times the regularly hourly rate of the employee's assigned function in effect at the time such vacation is granted. Vacation pay for employees on bonus functions shall be computed on the basis of forty (40) hours per week times the average rate per hour earned (exclusive of overtime) for the thirteen (13) weeks period ending two (2) weeks prior to the vacation period. Shift premium shall be included for purpose of determining vacation pay. Any deductions normally taken from the employee's regular pay will also be deducted from the vacation pay as computed above.

Vacations due in any calendar year must be taken during that year; they cannot be accumulated. In the event that an employee who is eligible for a vacation in any year shall be discharged, laid-off or voluntarily leaves the employ of the Company before securing such vacation, he shall be paid the pro-rata vacation pay that he would otherwise have received.

If a paid holiday falls during the employees vacation period, the employee shall receive an additional day off with pay or an additional days pay at their regular rate of pay.

Vacation pay shall be made to employees in full when taking their vacation.

In the event of the death of an employee who has earned but not received his vacation or pay in lieu of his vacation, his beneficiary shall receive whatever amount due in cash.

The Company shall make such rules as it shall deem necessary or desirable for the proper administration of the vacation plan and shall prepare schedules fixing the time when each employee shall receive his vacation.

The Company shall give at least thirty (30) days notice of the employee's vacation schedule, or any changes thereof. It is agreed that this stipulation is void in cases of major breakdowns or other emergencies beyond the control of the Company.

Employees covered by this agreement shall not be entitled to vacations or vacation pay other than as hereinabove set forth.

Any employee who voluntarily quits without giving three working day's prior notice shall not be entitled to vacation pay. The day of the notice of quitting shall be counted provided the notice is given before the end of the first half of the shift.

ARTICLE XII - HOLIDAYS

Employees shall not be required to work and shall receive wages based upon forty (40) hours straight time average hourly base rate of pay, computed on previous week's average straight time hourly earnings, for the following holidays; provided that they shall have served their trial period and have worked at least sixteen (16) hours in the week the holiday falls.

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
* Columbus Day
Election Day
Thanksgiving Day
Christmas Day

* Effective December 1, 1967 Columbus Day shall be included as a holiday.

Shift premium shall be included for purpose of determining holiday pay.

When a holiday falls on Saturday, Friday shall be considered the holiday and recognized as such.

If a holiday falls on Sunday, Monday shall be considered as the holiday and recognized as such.

Shall it become necessary to operate any or all departments on any of the holidays, employees shall receive their holiday pay plus overtime pay at the rate of time and one-half for all hours worked.

Should the Company fail to make work available during the week in which the holidays falls then the employees shall be entitled to holiday pay, if they have served tneir probationary period and have worked sixteen hours either in the week preceding or the week following the one in which the holiday falls.

ARTICLE XIII - PENSION

The Company shall contribute to the Trustees of the Local 381 Pension Fund the sum of Three Dollars ($3.00) per week for each employee covered by this Agreement, including any employee on trial period who has worked a full week.

Contributions need not be made for any week in which an employee has been absent from work for the entire week, or absent on vacation, disability or otherwise for the entire week.

Such contributions shall be made monthly and shall be used by the Trustees of the Local 381 Pension Fund for the sole purpose of maintaining a retirement program in accordance with the Agreement and Declaration of Trust governing the operation of this Fund, which the Company hereby accepts and adopts as if it were a party signatory thereto. Copy of such Trust Agreement shall be furnished the Company upon request.

Contributions to the Fund should reach the Fund Office no later than the 15th of the month covered by the report.

ARTICLE XIV - INSURANCE

The Company shall contribute to the Trustees of the Local 381 Group Insurance Fund the sum of five dollars and fifty cents per week per employee (including vacations) for each employee covered by this agreement, including any employee on trial period.

Effective January 1, 1967 the Company shall contribute to the Trustees of the Local 381 Group Insurance Fund the sum of Six Dollars ($6.00) per week per employee.

Such contributions shall be made monthly and shall be used by the Trustees of the Local 381 Group Insurance Fund for the sole purpose of providing the employees and their dependents with such health and welfare benefits as may be established in accordance with the Agreement and Declaration of Trust, as amended, governing the operation of this Fund, which the Company hereby accepts and adopts as if it were a party signatory thereto. Copy of such Trust Agreement shall be furnished the Company upon request.

Contributions to the Fund should reach the Fund Office no later than the 15th of the month following the month covered by the report.

ARTICLE XV - CHECK-OFF

It is agreed that dues for members of the Union in amounts as authorized, shall be deducted from the pay of members upon written authorization to the Company from each individual member. The authorization will be upon a form furnished by the Union, and all dues deducted in this manner shall be remitted by the Company to such persons as may be designated by the Union. Deductions of

dues shall be made from the nearest available pay period to the 10th day of the month where any employee has pay due him, and should reach the Union Office no later than the 20th of the current month.

ARTICLE XVI - FAILURE TO MAKE PAYMENT

Upon failure of the Company to make any required payments of check-off deductions, pension contributions or group insurance contributions, on the respective due dates as required above, the Union without further notice may take such action as it deems appropriate, notwithstanding the ban against strikes.

ARTICLE XVII - JURY SERVICE

Employees who have completed one (1) year of continuous service with the Company who serve on a jury on any of the calendar days Monday through Friday, on which the employee would otherwise have been scheduled to work, shall be paid the difference between the pay for jury duty and the employee's straight time hourly base rate for not more than the number of hours in the then current regular work week for each day he is required to serve, on presentation of a written statement from the appropriate public official listing the dates that payment was received for jury duty. To be eligible for the above, employees must notify the Company the work day immediately following the receipt of notice of selection for jury duty.

ARTICLE XVIII - DEATH IN THE IMMEDIATE FAMILY

In the event of the death of a member of the immediate family of an employee having one or more years of continuous service, the Company will grant an excused absence not to exceed three working days, starting on the day of the death or the day following. Any

such excused absence, which would have been regularly scheduled days of work during the regular work week for the employee, shall be paid for at the employee's straight time hourly base rate not to exceed eight (8) hours per day.

A member of the immediate family is defined as mother or father, mother-in-law or father-in-law, husband or wife, brother or sister, and son or daughter. Notice of such death must be given by the employee to the Company as soon as it is reasonably possible. Should more than one death occur in the family within any 3 day period no more than one excused absence will be given.

This clause is written for the purpose of supplementing pay that an employee may lose and is not intended as extra pay for days the employee would not normally work.

ARTICLE XIX - LENGTH OF SERVICE

The Company shall maintain departmental seniority lists based upon the service record of the employees at each respective plant. Any employees who have or may quit or have been or may be discharged, will have lost or lose all previous accumulated seniority. Seniority shall consist of total time worked for the Company deducting any interval of unemployment, which is in excess of ninety (90) days in any one lay-off, as a result of lay-off or sickness. These lists will be posted in the various departments of the plants for reference purposes in connection with matters concerning the seniority of any employees under the terms of this Agreement.

The Company shall have the right to reduce the force of employees at any time. In all cases of lay-offs the rule of plant seniority shall prevail, that is the employee last hired in the plant shall be the first laid-off and further lay-offs shall follow the same order. Upon rehiring the inverse order of plant seniority shall prevail, that is the employee last laid-off shall be the first rehired and further rehirings shall follow the same order.

When because of lay-offs or rehirings, intra-departmental transfers and/or job reinstatements and/or inter-departmental bumps are necessitated, plant seniority standing, subject to service and ability, in a prior classification shall prevail.

Notice of restoration in any department shall be given by the Company to the employees previously laid-off in the department forty-eight (48) hours in advance of restoration. Any such employee who does not report for work within forty-eight (48) hours after notice is given shall forfeit his place in that particular restoration, but if within a period of ten days after notice is given he so requests it, he shall be given the same consideration at the time of the next restoration, if any. Notice shall be given to properly designated officer of the Union involved.

If any employee has followed the above procedure he shall not lost his seniority status because of a lay-off, but his continuous service record shall not be lengthened more than ninety (90) days during any lay-off period.

ARTICLE XX - BUSINESS SLACK

When it becomes necessary to lay-off any employee due to slack of business, the Company shall confer with the Shop Delegate in order to attempt to share the available working time as equally as practicable among the employees in the same job classification working for the Company at least one year prior to any such lay-off. Should a lay-off due to slack of business continue beyond thirty days, then permanent lay-offs shall be made based on seniority. No permanent lay-off, or lay-off of a week or more, shall be made without three working days' prior notice to the affected employee, if the affected employee has had one year or more of service.

ARTICLE XXI - TEMPORARY TRANSFER

Employees may be transferred temporarily from one job or department to another. If this transfer is to a higher paid job the employee shall have the top rate for the job while working at that job if he meets normal standard and job requirements of Class A and provided total time on higher rated job exceeds one hour. If the transfer is to a lower paid job, the employee shall be paid at the lower rate while working on that job. But the employee shall have the option in this event of accepting or refusing the lower rated job and shall not lose any rights in his regular department as a result of his decision. If the transfer to a lower pay job is at the Company's request, then the employee shall retain his higher rate of pay.

ARTICLE XXII - NEW JOBS OR VACANCY

All new jobs created, or open as a result of a vacancy shall be bulletined in the department affected for a period of two (2) days. When a new job is created or a vacancy occurs in any department, consideration shall first be given in turn, in the order of greatest seniority, to each employee in the same general classification in that department or if there is no employee in that classification, then, in turn, in the order of greatest seniority, to each employee in the next lower classification in that department. If the employee with the greatest seniority so desires, he shall be given a trial of two (2) weeks provided that in the judgment of the management and shop steward he has sufficient ability to fill such new job or vacancy. The employee's failure to satisfactorily fill the new job or vacancy shall not penalize him with any loss of seniority. Any such employee with greater seniority than the employee to whom the trial is given, or his representative or representatives, shall, upon request be

advised of the reason or reasons why he was not chosen to fill the new job or vacancy. No such new job or vacancy shall be permanently filled until any such employee with greater seniority than the employee to whom the trial is given or his representative or representatives has had an opportunity to have his case fully considered, provided such case has been properly presented within five (5) days of the time such new job or vacancy is temporarily filled.

The foregoing provisions shall not apply if the Company fills the job or vacancy with an experienced employee.

ARTICLE XXIII - NEW EQUIPMENT

Upon the introduction of any new equipment not covered by this agreement, the wage scale and shop practices applying thereto shall be established by agreement between the Company and the Union.

ARTICLE XXIV - OPERATING CONTROL

(a) The management of the Plant and the direction of the working forces, including the right to hire, suspend, promote, transfer, or discharge or suspend for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons is vested exclusively in the Company, provided it is not used for purposes of discrimination.

(b) The Company has the right to discharge or lay-off any employee for sufficient and reasonable cause, including but not limited to, insubordination or failure to comply with reasonable general Plant rules; but such employee and the representative of the Union shall be advised promptly by the Company of the reason or reasons for such discharge or lay-off. Should it be established upon investigation that the employee has been wrongfully discharged or laid-off, such employee shall be immediately reinstated in his

or her former position, without loss of seniority rating, and shall be compensated for all time lost at the rate in effect on the date of discharge, lay-off or suspension.

Any dispute with reference to a discharge, lay-off or suspension shall not be subject to the grievance procedure and arbitration herein, unless the matter is taken up with the Company within forty-eight (48) hours and unless written notice thereof is given by the Union to the Company within five (5) days from the date of such discharge, lay-off or suspension.

Any dispute with reference to a discharge, lay-off or suspension shall not be subject to the grievance procedure and arbitration herein, unless the matter is taken up with the Company within forty-eight (48) hours and unless written notice thereof is given by the Union to the Company within five (5) days from the date of such discharge, lay-off or suspension.

(c) The Company reserves the right to determine and establish standards of performance for all machines and operations. Such standards shall be established on a basis of fairness and equity consistent with quality of workmanship, reasonable productivity of experienced and capable employees and the reasonable productive capacities of equipment. When any material change occurs in the methods of performing work as contemplated in the standards as established, or of producing any product, rendering such work more difficult or more simple, operations shall be restandardized and full allowance shall be made for such change either by an increase or a decrease in the standards as the case may be. Standards established which result in unfairness or lack of equity will be discussed with representatives of the Union in order to arrange a mutually satisfactory basis for revision.

ARTICLE XXV - DIRECTION OF EMPLOYEES

Employees shall be responsible to the foreman of their individual departments only, and shall not be compelled to take orders from any other person on the executive staff without the approval of their respective foreman or the plant supervisor.

ARTICLE XXVI - OPERATION OF MACHINES

In skilled job classifications having journeymen, no machine shall be operated without a journeyman present, except in an emergency absence of the journeyman.

ARTICLE XXVII - UNION ACTIVITY

Any member of the Union who is required to attend a Union Convention or perform any other functions on behalf of the Union necessitating a leave of absence, shall, upon application being made and upon arrangement being made to the satisfaction of the Company within a reasonable length of time before leaving, be granted a leave of absence by the Company without pay for a period not to exceed two (2) years. Upon completion thereof, he shall immediately be reinstated by the Company to his original job without loss of seniority at the then prevailing rate of pay for that job. Demotions occasioned by the return of such individuals will take effect immediately and the demoted man is to receive the rate of pay applicable to the job to which demoted.

ARTICLE XXVIII - SHOP STEWARD

The Union shall appoint one of its members on each shift to act as Shop Steward whose duty it shall be to see that the conditions of this contract are not broken by the employer, and to handle such Union business as may be delegated to him by the Union. The Stewards shall obtain prior approval from their Foreman before

leaving their work for the purpose of representing employees under the terms of this Agreement and will report back to their Foreman upon completion of such duties.

Each Stewards name shall appear at the top of the seniority list for the purposes of lay-off, providing he has the ability to perform such available work.

Under no circumstances shall any Steward be discriminated against because of his activities on behalf of the employees.

ARTICLE XXIX - LEAVE OF ABSENCE

When the requirements of the plant will permit, an employee shall on his written request and for reasonable cause be granted leave of absence without pay for a limited time with the privilege of renewal. An employee absent on leave, who, without the consent of the Company, engages in other employment or who fails to report to work on or before the expiration of his leave, will be considered as having quit without notice; if and when such employee is rehired by the Company, he will have lost the seniority rights acquired through previous employment.

ARTICLE XXX - VISITATION RIGHTS

The accredited representative of the Union when visiting the plant of the Company shall make his presence known to the Company office.

ARTICLE XXXI - BULLETIN BOARDS

Bulletin boards shall be provided in the various departments of the plant upon which notices concerning plant rules, seniority lists and official business of the Union may be posted.

ARTICLE XXXII - BAN AGAINST STRIKES OR LOCKOUTS

There shall be no strikes of any kind, sympathy strikes, sitdown strikes, or lockouts, walkouts, picketing, retarding of work, slowdowns, boycotting or any stoppage of work by either party or any members or any officer thereof, during the term of this Agreement or pending a decision of arbitration, nor will either party or any members, or representatives or officers thereof, directly or indirectly aid, assist or be connected in any manner whatsoever with any of the aforesaid acts. The prohibition against activities outlined in this paragraph is not intended and shall not be construed to oblige any member of the Union to pass through a picket line established by any affiliate of the AFL-CIO and approved and recognized by the Executive Board of the Union.

It is further agreed that the Company will not hold the Union responsible for any work stoppages, strikes, sympathy strikes, sitdown strikes, walkouts, picketing, retarding of work, slowdowns, boycotting or for other individual or concerted action unless such action has been sanctioned by the Executive Board of the Union. In this connection all other work stoppages, strikes, sympathy strikes, sitdown strikes, walkouts, picketing, retarding of work, slowdowns, boycotting or any stoppage of work, etc., either by individuals or by groups of employees shall be contrary to this contract and shall be dealt with as below:

In case of strikes, sympathy strikes, sitdown strikes, walkouts, picketing, retarding of work, slowdowns, boycotting or any stoppage of work by employees, members of the Union, a Union officer shall be immediately notified, whereupon it shall be his or her duty to order such employee or employees immediately to return to or resume work. Failure on the part of the Union officer

so notified of such acts to issue such order shall be considered a breach of this contract. Failure on the part of the employee or employees participating in such acts to obey such order to return to work by a Union officer shall be deemed just cause for immediate discharge.

In the event that the employees are discharged or disciplined for any of the prohibited activities above mentioned, and in the event such matter is referred to arbitration, should the arbitrator find that any of the prohibited activities have been committed by any such employees, then and in such event this shall be deemed conclusively discharge for just cause or for the discipline invoked and the arbitrator shall have no right to order the reinstatement of the employees, to change the discipline, or to award any damages to such employees.

In the event that the Arbitrator appointed as herein provided, decides that either party to this contract has failed to comply with any decision rendered by such Arbitrator within the time fixed by them for compliance, then the prohibition herein against strikes or lockouts shall no longer be effective.

ARTICLE XXXIII - ADJUSTMENT OF GRIEVANCE

Any grievance or complaint that now exists or which may arise provisions of this Agreement may be taken up for adjustment between the Business Agent of the Union and the Company. However, on grievances of individual employees steps below shall be followed.

The aggrieved or complaining employee shall state his grievance or complaint in writing on a card furnished by the Union which card must be signed by such employee and delivered by him to the Shop Steward, not later than the day following the event giving rise to the grievance or complaint.

The Shop Steward shall file the card with the Company's head of department on the same day he receives the card from the employee.

The Shop Steward, the head of department and the personnel manager of the Company shall immediately meet together to endeavor to adjust the grievance or complaint.

The parties hereto designate David M. Bluestone, Esq., as the Arbitrator to Act in such capacity under the terms of this agreement.

Any and all complaints, grievances, or disputes arising between the parties hereto under, out of, or in connection with or in relation to this Agreement or the interpretation, performance, termination, or any alleged breach thereof, shall forthwith be referred for arbitration to and final determination by the Arbitrator. The Arbitrator is empowered to include in his award any mandatory and/or negative injunctive relief and/or to impose any award which he deems appropriate.

All determinations, decisions, and awards shall be final, conclusive and binding upon all the parties hereto and upon any employer and worker to whom this Agreement may be applicable and shall be fully enforceable by appropriate judgment in a court of competent jurisdiction. The Arbitrator shall cause notice to be given to the Association and to the Union as well as to the Employer involved in the controversy to appear at any hearings held in connection with the arbitration. In the event that a party fails to appear before the Arbitrator after appropriate notice, the Arbitrator is authorized to proceed upon testimony adduced by the party appearing. The Arbitrator shall decide any controversy submitted to him within a reasonable time after the submission. Except as otherwise expressly provided in this Agreement, decisions of the Arbitrator shall be effective as of the date the decision is rendered.

In the event any employer shall fail to abide by any decision of the Arbitrator, the Union shall be free to strike or take such other action against such employer as it in its discretion deems appropriate.

In the event of the death, resignation or disability of the Arbitrator, or if for any reason the office of the Arbitrator becomes vacant, Jacob N. Kleigman, Esq. or Stanley Israel, Esq. shall thereupon act as Arbitrator and possess all of the duties conferred by this Agreement upon the Arbitrator herein named.

ARTICLE XXXIV - SEVERANCE PAY

1. Regular employee shall be entitled to separation pay if they are separated by the Company due to a sale or liquidation of the business, insolvency or bankruptcy, technological change or a geographical move outside of reasonable commuting distance.

The Schedule of Separation Pay Allowance is listed below:

LENGTH OF SERVICE FROM HIRING DATE	SEPARATION PAY
Three (3) years and over	1 week
Five (5) years and over	2 weeks
Seven and one-half (7 1/2) years and over	3 weeks
Ten (10) years and over	4 weeks
Twelve and one-half (12 1/2) years and over	5 weeks
Fifteen (15) years and over	6 weeks
Seventeen and one-half (17 1/2) years and over	7 weeks
Twenty (20) years and over	8 weeks

If an employee is entitled to separation allowance as above, such separation allowance shall be paid as hereinafter provided, commencing on and after thirty (30) days of the employee's separation date, provided he has not been recalled during this thirty (30) day period.

For the purpose of this schedule, one week's pay shall be forty (40) hours of straight time pay at the employee's current rate at the time of lay-off.

2. The above payments shall be in addition to any vacation allowance to which the employee may be entitled.

3. Regular employees upon reaching sixty-five (65) years of age may be retired with a termination payment computed in accordance with the provisions of Paragraph I, preceding.

4. An employee receiving Severance Pay shall forfeit all seniority rights and any other privileges, rights or benefits to which such an employee may now or hereinafter be entitled.

5. An employee on being separated shall have the right to elect not to receive Severance Pay and thereby retain all seniority rights and any other privileges to which such an employee may be entitled.

6. In calculating the number of years on the Company payroll of employees who have been in the military forces, no deductions from the time actually on the Company payroll shall be made for the period of time spent by such employees while in the military forces provided such employees had attained seniority prior to the entry in the military forces and that they return to work for the Company in the manner as provided for in this Agreement.

7. The calculation of the number of years on the Company payroll for re-employed employees who had previously forfeited seniority rights, in accordance with the terms and conditions of this Agreement, shall be based on the number of years on the Company payroll starting from the time of their up-to-date Company hiring date.

8. Severance Pay shall not be reduced by or have the effect of reducing Unemployment Compensation or any other compensation provided for under State or Federal Laws unless State or Federal Laws are to the contrary.

9. No Severance Pay shall be paid to employees discharged for just cause or voluntary resignation.

ARTICLE XXXV - DURATION & ENFORCEMENT OF AGREEMENT

(a) All the terms and provisions of this Agreement shall be effective from December 1, 1966 to and including September 1st, 1969.

(b) This Agreement shall be enforced only by the Union and the Company. Any interpretation of this Agreement or an adjustment thereunder, made by the Union and the Company, or awarded by the Arbitrator, shall be binding on all employees. Any individual arrangement between an employee or group of employees and the Company contrary to this Agreement shall be void and of no effect whatsoever.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto and they have affixed the respective seals and signatures by their duly authorized officers this 14th day of March, 1967.

FOLDING BOX, CORRUGATED BOX & DISPLAY WORKERS LOCAL 381

By: /s/ Bernard Cianciulli
Bus. Mgr.

ROMO PAPER PRODUCTS

By: /s/ Samuel Roth

INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE & PAPER MILL WORKERS, AFL-CIO

By: /s/ Joseph P. Tonelli
Pres. -Secty

SCHEDULE "A"

	RATE 12/1/66	RATE 12/1/67	RATE 12/1/68
Carlos Alfaro	1.60	1.70	1.80
Carmen Alonso	1.60	1.70	1.80
Manuel Claudio	1.95	2.05	2.15
David Dorian	3.85	3.95	4.05
Gerty Fortune	1.65	1.75	1.85
Antonio Lopez	2.10	2.20	2.30
Maria Lopez	1.60	1.70	1.80
Quintin Lopez	2.95	3.05	3.15
Jimmy Moore	1.60	1.70	1.80
Horace Moore	1.88	1.98	2.08
Helen Neofitidis	1.60	1.70	1.80
Ohannes Tchenberdjian	1.88	1.98	2.08
Elvia Maria Vazquez	1.65	1.75	1.85

HIRING RATES

First 30 Days	1.50	1.60	1.70
After 30 Days	1.55	1.65	1.75
After 6 Months	1.60	1.70	1.80

GENERAL COUNSEL'S EXHIBIT NO. 2(b)

AGREEMENT made as of the 1st day of December 1963 by and between the Romo Paper Products (hereinafter sometimes called the Company) and the FOLDING BOX, CORRUGATED BOX AND DISPLAY WORKERS LOCAL 381, INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE AND PAPER MILL WORKERS, affiliated with the A. F. L. -C. I. O. (hereinafter sometimes called the Union.)

ARTICLE I - WITNESSETH

WHEREAS the Union represents more than a majority of the employees in the plant listed above and to the knowledge of the parties no other individual or labor organization represents or claims to represent, any of the employees within the jurisdiction of the Union in the plants heretofore stated for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

NOW, THEREFORE, for and in consideration of the premises the parties hereto agree as follows:

ARTICLE II - RECOGNITION

The Company recognizes the Union as the exclusive representative of all the employees in the plant of the Company for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE III - UNION MEMBERSHIP

When new employees are hired by the Company, the Company shall notify the Union on a card supplied by the Union within forty-eight (48) hours from hiring. New employees shall present to the Shop Steward a section of such card, before starting work.

The Company agrees that all employees, union and non-union, shall as a condition of continued employment, thirty (30) calendar days after the actual beginning of employment or the effective or signing date of this Agreement, whichever is latest, become and remain members in good standing of the Union.

The employee membership in the Union shall not include any Superintendent or any Foreman having direct responsibility to the Management for the operation of the department of which he is Foreman.

No other person connected with the Company as owner, officer, partner, shareholder, supervisor or non-working foreman, shall be permitted to engage in manual work of the type covered by this Agreement, either before, during or after working hours or on Saturdays, Sundays or holidays.

New employees may be discharged by the Company at any time during the trial period which shall be thirty (30) days from the date of hiring.

ARTICLE IV - HOURS OF WORK, OVERTIME, LUNCH AND SUPPER

The regular working schedule shall consist of eight (8) hours each day, and forty (40) hours per week, to be worked on Monday, Tuesday, Wednesday, Thursday and Friday, except as may be provided in special rules. All times worked outside the regular working hours shall be considered overtime and shall be paid for at overtime rates.

Overtime at the rate of time and one-half shall be paid for all hours worked:

(1) Over eight (8) hours in any one day.

(2) Over forty (40) hours in any one work week.

(3) Before the regular starting time.

(4) For the first eight (8) hours of work on Saturday.

(5) If at the Company's request an employee reports for work after the regular starting time, his overtime rate shall commence after the regular quitting time.

Overtime at the rate of double time shall be paid for all hours worked:

(1) After twelve (12) hours in any one day.

(2) After the first eight (8) hours of work on Saturday.

Overtime at the rate of double and one-half time shall be paid for all hours worked:

(1) After twelve (12) hours on Saturday.

(2) For all hours worked on Sunday.

Lunch time shall be announced by the Company, but the Company shall not keep any employee more than four and one-half (4 1/2) hours before allowing a reasonable time for lunch.

Lunch time and before the start of each shift and after the end of each shift shall not be considered working hours.

After reasonable notice and when mutually agreeable, overtime shall be permitted.

Overtime shall be distributed as equally as is practicable among the employees who are able to do the work by job classification within the department. Overtime work which is offered to an employee and is refused shall count as overtime worked for the purpose of determining whether overtime has been distributed as equally as practicable among employees.

ARTICLE V - REPORTING TIME

Any employee reporting to work on his regular shift, unless otherwise instructed, shall receive not less than four (4) hours work, or pay, except in case of major breakdown or in other emergencies, beyond the control of the Company.

ARTICLE VI - NIGHT SHIFT

Employees hired for work on a given shift and who accept such work, recognize that they have no right to transfer to another shift unless they shall make a written request to the Company and the Union for such transfer, it being understood that the senior person on each respective shift shall be given preference for such change, provided however, that they have the ability to perform the work to which they may be assigned on the changed shift.

The Company shall, wherever possible, grant a request for a transfer from one shift to another.

All employees on the night shift shall receive a premium of 10 percent additional for work done on the second shift and a premium of 15 percent additional for work done on the third shift.

ARTICLE VIII - VACATIONS

All employees who have completed the periods of time with the Company as herein specified prior to September 30th, in any year shall receive the following time off as vacation with pay, but such vacation will not be granted until the expiration of such time as specified.

1 year	-	1 Week
3 years	-	2 Weeks
10 years	-	3 Weeks
25 years	-	4 Weeks

Vacations shall be taken during the period June 1st to September 30th, which period may be extended over the entire year where mutually agreeable.

Employees who are entitled to three weeks vacation, with pay, may at the discretion of the Company, receive two (2) weeks vacation with pay and pay in lieu of a third week's vacation.

Employees who are entitled to four weeks vacation, with pay, may at the discretion of the Company, receive three (3) weeks vacation with pay and pay in lieu of a fourth week's vacation.

Any employee who completes his time as specified during the period October 1st through December 31st shall be entitled to receive one (1) week of vacation with pay for such respective anniversary, or at the option of the employer, pay in lieu of actual vacation, prior to December 31st. In such a case five (5) months must elapse before eligibility for the next succeeding year's vacation week corresponding with the first year of continuous employment.

Vacation pay for hourly rate employees shall be computed on the basis of forty (40) hours per week times the regular hourly rate of the employee's assigned function in effect at the time such vacation is granted. Vacation pay for employees on bonus functions shall be computed on the basis of forty (40) hours per week times the average rate per hour earned (exclusive of overtime) for the thirteen (13) weeks period ending two (2) weeks prior to the vacation period. Shift premium shall be included for purpose of determining vacation pay. Any deductions normally taken from the employee's regular pay will also be deducted from the vacation pay as computed above.

Vacations due in any calendar year must be taken during that year; they cannot be accumulated. In the event that an employee who is eligible for a vacation in any year shall be discharged, laid-off or voluntarily leaves the employ of the Company before securing such vacation, he shall be paid the pro-rata vacation pay that he would otherwise have received.

The Company shall make such rules as it shall deem necessary or desirable for the proper administration of the vacation plan and

shall prepare schedules fixing the time when each employee shall receive his vacation.

The Company shall give at least thirty (30) days notice of the employee's vacation schedule, or any changes thereof. It is agreed that this stipulation is void in cases of major breakdowns or other emergencies beyond the control of the Company.

Employees covered by this agreement shall not be entitled to vacations or vacation pay other than as hereinabove set forth.

ARTICLE IX - HOLIDAYS

Employees shall not be required to work and shall receive wages based upon eight (8) hours straight time average hourly base rate of pay, computed on previous week's average straight time hourly earnings, for the following holidays: provided that they shall have served their trial period and have worked at least sixteen (16) hours in the week the holiday falls.

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
* Election Day (2 hours)
Thanksgiving Day
Christmas Day

* Effective December, 1965 Election Day shall be a full holiday.

When a holiday falls on a Saturday the Company shall have the option of paying for the holiday to employees qualifying or giving them a day off with pay, but such a day off shall be either the Friday preceding or the Monday following the holiday. The Company shall give the employees not less than three (3) working days prior notice of the day off. Should any employee be required to work on the day designated by the Company, then all work performed on that day shall be paid for at over-time rates, in addition to the holiday pay.

Shift premium shall be included for purpose of determining holiday pay.

If a holiday falls on Sunday, Monday shall be considered as the holiday and recognized as such.

Shall it become necessary to operate any or all departments on any of the holidays, employees shall receive their holiday pay plus overtime pay (as indicated in Article IV.)

Should the Company fail to make work available during the week in which the holiday falls then the employees shall be entitled to holiday pay, if they have served their probationary period and have worked 16 hours either in the week preceding or the week following the one in which the holiday falls.

ARTICLE X - PENSION

The Company shall contribute to the Trustees of the Local 381 Pension Fund the same of one dollar per week effective 12/1/63, two dollars per week effective 12/1/64 for each employee covered by this Agreement, including any employee on trial period.

Such contributions shall be made monthly, and shall be used by the Trustees of the Local 381 Pension Fund for the sole purpose of maintaining a retirement program in accordance with the Agreement and Declaration of Trust, governing the operation of this Fund, which the Company hereby accepts and adopts as if it were a party signatory thereto. Copy of such Trust Agreement shall be furnished the Company upon request.

Contributions to the Fund should reach the Fund Office no later than the 15th of the month following the month covered by the report.

ARTICLE XI - INSURANCE

The Company shall contribute to the Trustees of the Local 381 Group Insurance Fund, effective December 1, 1963 the sum of Four dollars and fifty cents per week per employee, December 1, 1964 the sum of Five dollars per week per employee, December 1, 1965

the sum of Five dollars and fifty cents per week per employee (including vacations) for each employee covered by this Agreement, including any employee on trial period.

Such contributions shall be made monthly and shall be used by the Trustees of the Local 381 Group Insurance Fund for the sole purpose of providing the employees and their dependents with such health and welfare benefits as may be established, in accordance with the Agreement and Declaration of Trust, as amended, governing the operation of this Fund, which the Company hereby accepts and adopts as if it were a party signatory thereto. Copy of such Trust Agreement shall be furnished the Company upon request.

Contributions to the Fund should reach the Fund Office no later than the 15th of the month following the month covered by the report.

ARTICLE XII - CHECK-OFF

It is agreed that dues for members of the Union in amounts as authorized, shall be deducted from the pay of members upon written authorization to the Company from each individual member. The authorization will be upon a form furnished by the Union, and all dues deducted in this manner shall be remitted by the Company to such persons as may be designated by the Union. Deductions of dues shall be made from the nearest available pay period to the 10th day of the month where any employee has pay due him, and should reach the Union Office no later than the 20th of the current month.

ARTICLE XIII - FAILURE TO MAKE PAYMENT

Upon failure of the Company to make any required payments of check-off deductions, pension contributions or group insurance contributions, on the respective due dates as required above, the

Union without further notice may take such action as it deems appropriate, notwithstanding the ban against strikes.

ARTICLE XIV - JURY SERVICE

Employees who have completed one (1) year of continuous service with the Company who serve on a jury on any of the calendar days Monday through Friday, on which the employee would otherwise have been scheduled to work, shall be paid the difference between the pay for jury duty and the employee's straight time hourly base rate for not more than eight (8) hours for each day he is required to serve, on presentation of a written statement from the appropriate public official listing the dates that payment was received for jury duty. To be eligible for the above, employees must notify the Company the work day immediately following the receipt of notice of selection for jury duty.

ARTICLE XV - DEATH IN THE IMMEDIATE FAMILY

In the event of the death of a member of the immediate family of an employee having one or more years of continuous service, the Company will grant an excused absence not to exceed three calendar days, starting on the day of the death or the day following. Any such excused absence, which would have been regularly scheduled days of work during the regular work week for the employee, shall be paid for at the employee's straight time hourly base rate not to exceed eight (8) hours per day.

A member of the immediate family is defined as mother or father, mother-in-law or father-in-law, husband or wife, brother or sister, and son or daughter. Notice of such death must be given by the employee to the Company as soon as it is reasonably possible. No excused absence nor allowance will be granted in the case where because of distance or other cause the employee does not attend the

funeral of the deceased. Should more than one death occur in the family within any 3 day period no more than one excused absence will be given.

This clause is written for the purpose of supplementing pay that an employee may lose and is not intended as extra pay for days the employee would not normally work.

ARTICLE XVI - SEVERANCE PAY

1. Regular employee shall be entitled to separation pay if they are separated by the Company due to a sale or liquidation of the business, insolvency or bankruptcy, technological change or a geographical move outside of reasonable commuting distance.

The Schedule of Separation Pay Allowance is listed below:

LENGTH OF SERVICE FROM HIRING DATE	SEPARATION PAY
Three (3) years and over	1 week
Five (5) years and over	2 weeks
Seven and one-half (7 1/2) years and over	3 weeks
Ten (10) years and over	4 weeks
Twelve and one-half (12 1/2) years and over	5 weeks
Fifteen (15) years and over	6 weeks
Seventeen and one-half (17 1/2) years and over	7 weeks
Twenty (20) years and over	8 weeks

If an employee is entitled to separation allowance as above, such separation allowance shall be paid as hereinafter provided, commencing on and after thirty (30) days of the employee's separation date, provided he has not been recalled during this thirty (30) day period.

For the purpose of this schedule, one week's pay shall be forty (40) hours of straight-time pay at the employee's current rate at the time of lay-off.

2. The above payments shall be in addition to any vacation allowance to which the employee may be entitled.

3. Regular employees upon reaching sixty-five (65) years of age may be retired with a termination payment computed in accordance with the provisions of Paragraph I, preceding.

4. An employee receiving Severance Pay shall forfeit all seniority rights and any other privileges, rights or benefits to which such an employee may now or hereinafter be entitled.

5. An employee on being separated shall have the right to elect not to receive Severance Pay and thereby retain all seniority rights and any other privileges to which such an employee may be entitled.

6. In calculating the number of years on the Company payroll of employees who have been in the military forces, no deductions from the time actually on the Company payroll shall be made for the period of time spent by such employees while in the military forces provided such employees had attained seniority prior to the entry in the military forces and that they return to work for the Company in the manner as provided for in this Agreement.

7. The calculation of the number of years on the Company payroll for re-employed employees who had previously forfeited seniority rights, in accordance with the terms and conditions of this Agreement, shall be based on the number of years on the Company payroll starting from the time of their up-to-date Company hiring date.

8. Severance Pay shall not be reduced by or have the effect of reducing Unemployment Compensation or any other compensation provided for under State or Federal Laws unless State or Federal Laws are to the contrary.

9. No Severance Pay shall be paid to employees discharged for just cause or voluntary resignation.

ARTICLE XVII - DIRECTION OF EMPLOYEES

Employees shall be responsible to the foreman of their individual departments only, and shall not be compelled to take orders from any other person of the executive staff without the approval of their respective foreman.

ARTICLE XVIII - OPERATING RESTRICTIONS

No presses or glue machine shall be operated unless a pressman or glue machine adjuster is in attendance.

ARTICLE XIX - BULLETIN BOARDS

Bulletin boards shall be provided in the various departments of the plant upon which notices concerning plant rules, seniority lists and official business of the Union may be posted.

ARTICLE XX - LENGTH OF SERVICE

The Company shall maintain departmental seniority lists based upon the service record of the employees at each respective plant. Any employees who have or may quit or have been or may be discharged, will have lost or lose all previous accumulated seniority. Seniority shall consist of total time worked for the Company deducting any interval of unemployment, which is in excess of ninety (90) days in any one lay-off, as a result of lay-off or sickness. These lists will be posted in the various department of the plants for reference purposes in connection with matters concerning the seniority of any employees under the terms of this Agreement.

The Company shall have the right to reduce the force of employees at any time. In all cases of lay-offs the rule of plant seniority shall prevail, that is the employee last hired in the plant shall be the first laid-off and further lay-offs shall follow the same order. Upon rehiring the inverse order of plant seniority shall prevail, that

is the employee last laid-off shall be the first rehired and further rehirings shall follow the same order.

When it becomes necessary to lay-off any employee due to slack of business, the Company shall confer with the Shop Delegate in order to attempt to share the available working time as equally as practicable among the employees in the same job classification working for the Company at least one year prior to any such lay-off. Should a lay-off due to slack of business continue beyond thirty days, then permanent lay-offs shall be made based on seniority. No permanent lay-off, or lay-off of a week or more, shall be made without three working days' prior notice to the affected employee, if the affected employee has had one year or more of service.

When because of lay-offs or rehirings, intradepartmental transfers and/or job reinstatements and/or interdepartmental bumps are necessitated, departmental seniority standing, subject to ability, shall prevail.

Notice of restoration in any department shall be given by the Company to the employees previously laid-off in the department, forty-eight (48) hours in advance of restoration. Any such employee who does not report for work within forty-eight (48) hours after notice is given shall forfeit his place in that particular restoration, but if within a period of ten days after notice is given he so requests it, he shall be given the same consideration at the time of the next restoration, if any. Notice shall be given to properly designated officer of the Union involved.

If any employee has followed the above procedure he shall not lose his seniority status because of a lay-off, but his continuous service record shall not be lengthened more than ninety (90) days during any lay-off period.

When the requirements of the plant will permit, an employee shall on his written request and for reasonable cause be granted leave of absence without pay for a limited time with the privilege of renewal. An employee absent on leave, who, without the consent of the Company, engages in other employment or who fails to report to work on or before the expiration of his leave, will be considered as having quit without notice; if and when such employee is rehired by the Company, he will have lost the seniority rights acquired through previous employment.

ARTICLE XXI - TEMPORARY TRANSFER

Employees may be transferred temporarily from one job or department to another. If this transfer is to a higher paid job the employee shall have the rate for the job while working at that job. If the transfer is to a lower paid job, the employee shall be paid at the lower rate while working on that job. But the employee shall have the option in this event of accepting or refusing the lower rated job and shall not lose any rights in his regular department as a result of his decision. If the transfer to a lower pay job is at the Company's request, then the employee shall retain his higher rate of pay.

ARTICLE XXII - NEW JOBS OR VACANCY

All new jobs created, or open as a result of a vacancy, shall be bulletined in the department affected for a period of two (2) days. When a new job is created or a vacancy occurs in any department, consideration shall first be given in turn, in the order of greatest seniority, to each employee in the same general classification in that department or if there is no employee in that classification, then, in turn, in order of greatest seniority, to each employee in the next lower classification in that department. If the employee

with the greatest seniority so desires, he shall be given a trial of two (2) weeks provided that in the judgment of the management and shop steward he has sufficient ability to fill such new job or vacancy. The employee's failure to satisfactorily fill the new job or vacancy shall not penalize him with any loss of seniority. Any such employee with greater seniority than the employee to whom the trial is given, or his representative or representatives, shall, upon request be advised of the reason or reasons why he was not chosen to fill the new job or vacancy. No such new job or vacancy shall be permanently filled until any such employee with greater seniority than the employee to whom the trial is given or his representative or representatives has had an opportunity to have his case fully considered, provided such case has been properly presented within five (5) days of the time such new job or vacancy is temporarily filled.

ARTICLE XXIII - REPORTING INFORMATION

The Company shall upon request by the Union send to the Union periodically, a list of its employees covered by this Agreement, showing name, address, social security number, date of recent hiring, job classification and rate of job.

ARTICLE XXIV - NEW EQUIPMENT

Upon the introduction of any new equipment not covered by this agreement, the wage scale and shop practices applying thereto shall be established by agreement between the Company and the Union.

ARTICLE XXV - OPERATING CONTROL AND DISCIPLINE

The management of the plant and the direction of the working force, including the right to hire, suspend, promote, transfer or discharge for proper cause, and the right to relieve employees from

duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company provided, however, that this will not be used for purposes of discrimination.

The management reserves the right to determine and establish standards of performance for all machines and operations. Such standards shall be established on a basis of fairness and equity consistent with quality of workmanship, reasonable productivity of experienced and capable employees and reasonable productive capacity of equipment. When any material change occurs in the method of performing work, as contemplated in the standards as established, or of producing any product, rendering such work more difficult or more simple, operations shall be restandardized and full allowance shall be made for such change either by an increase or a decrease in the standards as the case may be. Standards established which result in unfairness or lack of equity will be discussed with representatives of the Local Union in order to arrange a mutually satisfactory basis for revision.

The Company has the right to discharge or lay-off any employee for sufficient and reasonable cause, including insubordination or failure to comply with reasonable general plant rules; but such employee, the Shop Steward and the Union Office shall be advised promptly in writing by the Company of the reason or reasons for such discharge or lay-offs. Should it be found upon investigation that the employee has been unjustly discharged or laid-off, such employee shall be immediately reinstated in his or her former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his or her average earnings during the day period next preceding such discharge or lay-off, provided, however, that all such discharges or lay-offs are discussed with officials of the Company within forty-eight (48) hours of such discharge or lay-offs.

If any employment is terminated permanently at any time for any reason whatsoever except as hereinbefore provided, then the employee shall be entitled to and shall receive immediately his vacation pay earned to that date. "Permanently" for the purpose of this section shall include any lay-off of more than thirty (30) consecutive days.

Any employee who voluntarily quits without giving three working days' prior notice, shall not be entitled to vacation pay. The day of the notice of quitting shall be counted provided the notice is given before the end of the first half of the shift.

ARTICLE XXVI - SHOP STEWARD

The Union shall appoint one of its members on each shift to act as Shop Steward whose duty it shall be to see that the conditions of this contract are not broken by the employer, and to handle such Union business as may be delegated to him by the Union. The Stewards shall obtain prior approval from their Foreman before leaving their work for the purpose of representing employees under the terms of this agreement and will report back to their Foreman upon completion of such duties.

Each Stewards name shall appear at the top of the seniority list for the purposes of lay-off, providing he has the ability to perform such available work.

Under no circumstances shall any Steward be discriminated against because of his activities on behalf of the employees.

ARTICLE XXVII - UNION ACTIVITY

Any member of the Union who is required to attend a Union Convention or perform any other functions on behalf of the Union necessitating a leave of absence, shall, upon application being made and upon arrangement being made to the satisfaction of the Company

within a reasonable length of time before leaving, be granted a leave of absence by the Company without pay for a period not to exceed two (2) years. Upon completion thereof, he shall immediately be reinstated by the Company to his original job without loss of seniority at the then prevailing rate of pay for that job. Demotions occasioned by the return of such individuals will take effect immediately and the demoted man receive the rate of pay applicable to the job to which demoted.

The accredited representative of the Union when visiting the plant of the Company shall make his presence known to the Company office.

ARTICLE XXVIII - BAN AGAINST STRIKES OR LOCKOUTS

There shall be no strikes of any kind, sympathy strikes, sit-down or lockout strikes, walkouts, picketing, retarding of work, slow-downs, boycotting or any stoppage of work by either party or any members or any officer thereof, during the term of this agreement or pending a decision of arbitration, nor will either party or any members or representatives or officers thereof, directly or indirectly aid, assist or be connected in any manner whatsoever with any of the aforesaid acts. The prohibition against activities outlined in this paragraph is not intended and shall not be construed to oblige any member of the Union to pass through a picket line established by any affiliate of the AFL-CIO and approved and recognized by the Executive Board of the Union.

It is further agreed that the Company will not hold the Union responsible for any work stoppages, strikes, sympathy strikes, sit-downs, walkouts, picketing, retarding of work, slowdowns, boycotting or for other individual or concerted action unless such action has been sanctioned by the Executive Board of the Union. In this connection all other work stoppages, strikes, sympathy strikes,

sitdown strikes, walkouts, picketing, retarding of work, slowdowns, boycotting or any stoppage of work, etc., either by individuals or by groups of employees shall be contrary to this contract and shall be dealt with as below:

In case of strikes, sympathy strikes, sitdown strikes, walkouts, picketing, retarding of work, slowdowns; boycotting or any stoppage of work by employees, members of the Union, a Union officer shall be immediately notified, whereupon it shall be his or her duty to order such employee or employees immediately to return to or resume work. Failure on the part of the Union officer so notified of such acts to issue such order shall be considered a breach of this contract. Failure on the part of the employee or employees participating in such acts to obey such order to return to work by a Union officer shall be deemed just cause for immediate discharge.

In the event that the Arbitrator appointed as herein provided, decides that either party to this contract has failed to comply with any decision rendered by such Arbitrator within the time fixed by them for compliance, then the prohibition herein against strikes or lockouts shall no longer be effective.

ARTICLE XXIX - ENFORCEMENT OF AGREEMENT

This Agreement shall be enforced only by the Union and the Company. Any interpretation of this Agreement or an adjustment thereunder, made by the Union and the Company, or awarded by the Arbitrator, shall be binding on all employees. Any individual arrangement between an employee or group of employees and the Company contrary to this agreement shall be void and of no effect whatsoever.

ARTICLE XXX - ADJUSTMENT OF GRIEVANCE

Any grievance or complaint that now exists or which may arise and any dispute concerning the meaning and application of the provisions of this Agreement may be taken up for adjustment between the Business Agent of the Union and the Company. However, on grievances of individual employees steps below shall be followed.

The aggrieved or complaining employee shall state his grievance or complaint in writing on a card furnished by the Union which card must be signed by such employee and delivered by him to the Shop Delegate, not later than the day following the event giving rise to the grievance or complaint.

The Shop Delegate shall file the card with the Company's head of department on the same day he receives the card from the employee.

The Shop Delegate, the head of department and the personnel manager of the Company shall immediately meet together to endeavor to adjust the grievance or complaint.

The parties hereto designate David M. Bluestone, Esq., as the Arbitrator to Act in such capacity under the terms of this agreement.

Any and all complaints, grievances, or disputes arising between the parties hereto under, out of, or in connection with or in relation to this Agreement or the interpretation, performance, termination, or any alleged breach thereof, shall forthwith be referred for aribtration to and final determination by the Arbitrator. The Arbitrator is empowered to include in his award any mandatory and/or negative injunctive relief and/or to impose any award which he deems appropriate, and his decision in each instance shall be rendered within three (3) days, exclusive of Saturdays and Sundays.

All determinations, decisions, and awards shall be final, conclusive and binding upon all the parties hereto and upon any employer and worker to whom this Agreement may be applicable, and shall be fully enforceable by appropriate judgment in a court of competent jurisdiction. The Arbitrator shall cause notice to be given to the Association and to the Union as well as to the Employer involved in the controversy to appear at any hearings held in connection with the arbitration. In the event that a party fails to appear before the Arbitrator after appropriate notice, the Arbitrator is authorized to proceed upon testimony adduced by the party appearing. The Arbitrator shall decide any controversy submitted to him within a reasonable time after the submission. Except as otherwise expressly provided in this Agreement, decisions of the Arbitrator shall be effective as of the date the decision is rendered.

In the event any employer shall fail to abide by any decision of the Arbitrator, the Union shall be free to strike or take such other action against such employer as it in its discretion deems approriate.

In the event of the death, resignation or disability of the Arbitrator, or if for any reason the office of the Arbitrator becomes vacant, the parties shall forthwith designate a successor who possesses all of the duties conferred by this Agreement upon the Arbitrator herein named.

ARTICLE XXXI - WAGE INCREASES

Effective December 1, 1963 all employees covered by this Agreement shall receive a wage increase of ten (10) cents per hour of their hourly rate.

Effective December 1, 1964 all employees covered by this Agreement shall receive a wage increase of ten (10) cents per hour of their hourly rate.

Effective December 1, 1965 all employees covered by this Agreement shall receive a wage increase of ten (10) cents per hour of their hourly rate.

ARTICLE XXXII - DURATION OF AGREEMENT AND REOPENING

(a) All of the terms and provisions of this Agreement shall be effective from the 1st day of December 1963 to and including the 30th day of November 1966.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto and they have affixed the respective seals and signatures by their duly authorized officers this day of 1963.

FOLDING BOX, CORRUGATED BOX AND DISPLAY WORKERS LOCAL 381

By /s/ Bernard Cianciulli
Bus. Mgr.

By /s/ Samuel Roth

INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE & PAPER MILL WORKERS, AFL-CIO

By /s/ John P. Burke
Pres. - Sect'y

LOCAL 381 NEGOTIATING COMMITTEE

By: Vincent Capece
By: Dominick Erario
By: Ben Abramowitz
By: John Yglesias
By: Frank La Porte
By: Michael Aaronson
By: Charles Lloyd
By: Frank Alberto
By: Clifford Berry
By: Jack Bonowitz
By: Frank D'Avanzo

By: George De Carlo
By: Joseph De Rosa
By: Frank Di Leo
By: John Gammarano
By: John Kelly
By: Joseph La Forgia
By: Otto Leppla
By: Jack Roth
By: Louis Sangastiano
By: Joseph Viania
By: Frank Viscardi

GENERAL COUNSEL'S EXHIBIT NO. 2(c)

AGREEMENT made as of December 7, 1961 by and between ROMO PAPER PRODUCTS CO (hereinafter sometimes called the Company) and the FOLDING BOX, CORRUGATED BOX AND DISPLAY WORKERS LOCAL 381, INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE AND PAPER MILL WORKERS, affiliated with the AFL-CIO (hereinafter sometimes called the Union.)

ARTICLE I - WITNESSETH

WHEREAS the Union represents more than a majority of the employees in the plant listed above and to the knowledge of the parties no other individual or labor organization represents or claims to represent, any of the employees within the jurisdiction of the Union in the plants heretofore stated for the purpose of collective bargaining respect to rates of pay, wages, hours of employment or other conditions of employment.

NOW, THEREFORE, for and in consideration of the premises the parties hereto agree as follows:

ARTICLE II - RECOGNITION:

The Company recognizes the Union as the exclusive representative of all the employees in the plant of the Company for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE III - UNION MEMBERSHIP

When new employees are hired by the Company, the Company shall notify the Union on a card supplied by the Union within forty-eight (48) hours from hiring. New employees shall present to the Shop Steward a section of such card, before starting work.

The Company agrees that all employees, union and non-union, shall as a condition of continued employment, thirty (30) calendar days after the actual beginning of employment or the effective or signing date of this Agreement, whichever is latest, become and remain members in good standing of the Union.

The employee membership in the Union shall not include any Superintendent or any Foreman having direct responsibility to the Management for the operation of the department of which he is Foreman.

New employees may be discharged by the Company at any time during the trial period which shall be thirty (30) days from the date of hiring.

ARTICLE IV - HOURS OF WORK, OVERTIME, LUNCH AND SUPPER

The regular working schedule shall consist of eight (8) hours Monday through Thursday and six (6) hours on Friday. All times worked outside the regular working hours shall be considered overtime and shall be paid for at overtime rates.

Overtime at the rate of time and one-half shall be paid for all hours worked:

(1) Over the regular hours in any one day.

(3) Before the regular starting time.

(4) For the first seven and one-half (7 1/2) hours of work on Saturday.

(5) If at the Company's request an employee reports for work after the regular starting time, his overtime rate shall commence after the regular quitting time.

Overtime at the rate of double time shall be paid for all hours worked:

(1) After twelve (12) hours in any one day.

(2) For all hours worked on Sunday.

Lunch time shall be announced by the Company, but the Company shall not keep any employee more than four and one-half (4 1/2) hours before allowing a reasonable time for lunch.

Lunch time and before the start of each shift and after the end of each shift shall not be considered working hours.

After reasonable notice and when mutually agreeable, over-time shall be permitted.

Overtime shall be distributed as equally as is practicable among the employees who are able to do the work by job classification within the department. Overtime work which is offered to an employee and is refused shall count as overtime worked for the purpose of determining whether overtime has been distributed as equally as practicable among employees.

ARTICLE V - CALL IN TIME

Any employee reporting to work on his regular shift, unless otherwise instructed, shall receive not less than four (4) hours work, or pay, except in case of major breakdown or in other emergencies, beyond the control of the Company.

ARTICLE VI - NIGHT SHIFT

Employees hired for work on a given shift and who accept such work, recognize that they have no right to transfer to another shift unless they shall make a written request to the Company and the Union for such transfer, it being understood that the senior person on each respective shift shall be given preference for such change, provided however, that they have the ability to perform the work to which they may be assigned on the changed shift.

The Company shall, wherever possible, grant a request for a transfer from one shift to another.

All employees on the night shift shall receive a premium of 10 percent additional for work done on the second shift and a premium of 15 percent additional for work done on the third shift. Premium pay shall be computed on the rates in effect as of September 31, 1960.

ARTICLE VII - STANDARD FUNCTIONAL RATES

The attached Schedule of Standard Functional Rates, "Exhibit "A", indicates the approved and accepted minimum Scale of Rates for all classifications of functions.

ARTICLE VIII - VACATIONS

All employees who have completed the periods of time with the Company as herein specified prior to September 30th, in any year shall receive the following time off as vacation with pay, but such vacation will not be granted until the expiration of such time as specified.

1 year	-	1 Week
3 years	-	2 Weeks
10 years	-	3 Weeks

Vacations shall be taken during the period June 1st to September 30th, which period may be extended over the entire year where mutually agreeable.

Employees who are entitled to three weeks vacation, with pay, may at the discretion of the Company, receive two (2) weeks vacation with pay and pay in lieu of a third week's vacation.

Any employee who completes his time as specified during the period October 1st through December 31st shall be entitled to receive one (1) week of vacation with pay for such respective anniversary, or at the option of the employer, pay in lieu of actual vacation, prior to December 31st. In such a case five (5) months

must elapse before eligibility for the next succeeding year's vacation week corresponding with the first year of continuous employment.

Vacation pay for hourly rate employees shall be computed on the basis of forty hours per week times the regular hourly rate of the employee's assigned function in effect at the time such vacation is granted. Vacation pay for employees on bonus functions shall be computed on the basis of forty hours per week times the average rate per hour earned (exclusive of overtime) for the thirteen (13) weeks period ending two (2) weeks prior to the vacation period. Shift premium shall be included for purpose of determining vacation pay. Any deductions normally taken from the employee's regular pay will also be deducted from the vacation pay as computed above.

Vacations due in any calendar year must be taken during that year; they cannot be accumulated. In the event that an employee who is eligible for a vacation in any year shall be discharged, laid-off or voluntarily leaves the employ of the Company before securing such vacation, he shall be paid the pro-rata vacation pay that he would otherwise have received.

The Company shall make such rules as it shall deem necessary or desirable for the proper administration of the vacation plan and shall prepare schedules fixing the time when each employee shall receive his vacation.

The Company shall give at least thirty (30) days notice of the employee's vacation schedule, or any change thereof. It is agreed that this stipulation is void in cases of major breakdowns or other emergencies beyond the control of the Company.

Employees covered by this agreement shall not be entitled to vacations or vacation pay other than as hereinabove set forth.

ARTICLE IX - HOLIDAYS

Employees shall not be required to work and shall receive wages based upon eight (8) hours straight time average hourly base rate of pay, computed on previous week's average straight time hourly earnings, for the following holidays: provided that they shall have served their trial period and have worked at least sixteen (16) hours in the week the holiday falls.

New Year's Day	Labor Day
Washington's Birthday	Election Day (2 hours)
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

When a holiday falls on a Saturday the Company shall have the option of paying for the holiday to employees qualifying or giving them a day off with pay, but such a day off shall be either the Friday preceding or the Monday following the holiday. The Company shall give the employees not less than three (3) working days prior notice of the day off. Should any employee be required to work on the day designated by the Company, then all work performed on that day shall be paid for at over-time rates, in addition to the holiday pay.

Shift premium shall be included for purpose of determining holiday pay.

If a holiday falls on Sunday, Monday shall be considered as the holiday and recognized as such.

Shall it become necessary to operate any or all departments on any of the holidays, employees shall receive their holiday pay plus (overtime pay as indicated in Article III.)

Should the Company fail to make work available during the week in which the holiday falls then the employees shall be entitled to holiday pay, if they have served their probationary period and

have worked sixteen hours either in the week preceding or the week following the one in which the holiday falls.

ARTICLE XI - INSURANCE

The Company shall contribute to the Trustees of Local 381 Group Insurance Fund, the sum of five percent (5%) (including vacations) of the wages of each employee covered by this Agreement, including any employee on trial period, for the hours of the standard work week excluding overtime. Such contributions shall be made monthly and shall be used by the Trustees of the Local 381 Group Insurance Fund for the sole purpose of providing the employees and their dependents with such health and welfare benefits as may be established, in accordance with the Agreement and Declaration of Trust, as amended, governing the operation of this Fund, which the Company hereby accepts and adopts as if it were a party signatory thereto. Copy of such Trust Agreement shall be furnished the Company upon request.

Contributions to the Fund should reach the Fund Office no later than the 15th of the month following the month covered by the report.

ARTICLE XII - CHECK OFF

It is agreed that dues for members of the Union in amounts as authorized, shall be deducted from the pay of members upon written authorization to the Company from each individual member. The authorization will be upon a form furnished by the Union, and all dues deducted in this manner shall be remitted by the Company to such persons as may be designated by the Union. Deductions of dues shall be made from the nearest available pay period to the 10th day of the month where any employee has pay due him, and should reach the Union office no later than the 20th of the current month.

ARTICLE XIII - FAILURE TO MAKE PAYMENT

Upon failure of the Company to make any required payments of check-off deductions or group insurance contributions, on the respective due dates as required above, the Union without further notice may take such action as it deems appropriate, notwithstanding the ban against strikes.

ARTICLE XIV - JURY SERVICE

Employees who have completed three (3) years of continuous service with the Company who serve on a jury on any of the calendar days Monday through Friday, on which the employee would otherwise have been scheduled to work, shall be paid the difference between the pay for jury duty and the employee's straight time hourly base rate for not more than seven and one-half (7 1/2) hours for each day he is required to serve, on presentation of a written statement from the appropriate public official listing the dates that payment was received for jury duty. To be eligible for the above, employees must notify the Company the work day immediately following the receipt of notice of selection for jury duty.

ARTICLE XV - DEATH IN THE IMMEDIATE FAMILY

In the event of the death of a member of the immediate family of an employee having one or more years of continuous service, the Company will grant an excused absence not to exceed three calendar days, starting on the day of the death or the day following. Any such excused absence, which would have been regularly scheduled days of work during the regular work week for the employee, shall be paid for at the employee's straight time hourly base rate not to exceed eight hours per day.

A member of the immediate family is defined as mother or father, husband or wife, brother or sister, and son or daughter.

Notice of such death must be given by the employee to the Company as soon as it is reasonably possible. No excused absence nor allowance will be granted in the case where because of distance or other cause the employee does not attend the funeral of the deceased. Should more than one death occur in the family within any 3 day period no more than one excused absence will be given.

This clause is written for the purpose of supplementing pay that an employee may lose and is not intended as extra pay for days the employee would not normally work.

ARTICLE XVI - SEVERANCE PAY

1. Regular employees shall be entitled to separation pay if they are separated by the Company due to technological change or a geographical move outside of reasonable commuting distance.

The Schedule of Separation Pay Allowance is listed below:

LENGTH OF SERVICE FROM HIRING DATE	SEPARATION PAY
Three (3) years and over	1 week
Five (5) years and over	2 weeks
Seven and one-half (7 1/2 years and over	3 weeks
Ten (10) years and over	4 weeks
Twelve and one-half (12 1/2) years and over	5 weeks
Fifteen (15) years and over	6 weeks
Seventeen and one-half (17 1/2) years and over	7 weeks
Twenty (20) years and over	8 weeks

If an employee is entitled to separation allowance as above, such separation allowance shall be paid as hereinafter provided, commencing on and after thirty (30) days of the employee's separation date, provided he has not been recalled during this thirty (30) day period.

For the purpose of this schedule, one week's pay shall be forty hours of straight-time pay at the employee's current rate at the time of lay-off.

2. The above payments shall be in addition to any vacation allowance to which the employee may be entitled.

3. Regular employees upon reaching sixty-five (65) years of age may be retired with a termination payment computed in accordance with the provisions of Paragraph I, preceding.

4. An employee receiving Severance Pay shall forfeit all seniority rights and any other privileges, rights or benefits to which such an employee may now or hereinafter be entitled.

5. An employee on being separated shall have the right to elect not to receive Severance Pay and thereby retain all seniority rights and any other privileges to which such an employee may be entitled.

6. In calculating the number of years on the Company payroll of employees who have been in the military forces, no deductions from the time actually on the Company payroll shall be made for the period of time spent by such employees while in the military forces provided such employees had attained seniority prior to the entry in the military forces and that they return to work for the Company in the manner as provided for in this Agreement.

7. The calculation of the number of years on the Company payroll for re-employed employees who had previously forfeited seniority rights, in accordance with the terms and conditions of this Agreement, shall be based on the number of years on the Company payroll starting from the time of their up-to-date Company hiring date.

8. Severance Pay shall not be reduced by or have the effect of reducing Unemployment Compensation or any other compensation provided for under State or Federal Laws unless State or Federal Laws are to the contrary.

9. No Severance Pay shall be paid to employees discharged for just cause or voluntary resignation.

ARTICLE XIX - BULLETIN BOARDS

Bulletin boards shall be provided in the various departments of the plant upon which notices concerning plant rules, seniority lists and official business of the Union may be posted.

ARTICLE XX - LENGTH OF SERVICE

The Company shall maintain departmental seniority lists based upon the service record of the employees at each respective plant. Any employees who have or may quit or have been or may be discharged, will have lost of lose all previous accumulated seniority. Seniority shall consist of total time worked for the Company deducting any interval of unemployment, which is in excess of ninety (90) days in any one lay-off, as a result of lay-off or sickness. These lists will be posted in the various department of the plants for reference purposes in connection with matters concerning the seniority of any employees under the terms of this Agreement.

The Company shall have the right to reduce the force of employees at any time. In all cases of lay-offs the rule of plant seniority shall prevail, that is the employee last hired in the plant shall be the first laid-off and further lay-offs shall follow the same order. Upon rehiring the inverse order of plant seniority shall prevail, that is the employee last laid-off shall be the first rehired and further rehirings shall follow the same order.

When it becomes necessary to lay-off any employee due to slack of business, the Company shall confer with the Shop Delegate in order to attempt to share the available working time as equally as practicable among the employees in the same job classification

working for the Company at least one year prior to any such lay-off. Should a lay-off due to slack of business continue beyond thirty days, then permanent lay-offs shall be made based on seniority.

When because of lay-offs or rehirings, intradepartmental transfers and/or job reinstatements are necessitated, departmental seniority standing, subject to ability, shall prevail.

Notice of restoration in any department shall be given by the Company to the employees previously laid-off in the department, forty-eight (48) hours in advance of restoration. Any such employee who does not report for work within forty-eight (48) hours after notice is given shall forfeit his place in that particular restoration, but if within a period of ten days after notice is given he so requests it, he shall be given the same consideration at the time of the next restoration, if any. Notice shall be given to properly designated officer of the Union involved.

If any employee has followed the above procedure he shall not lose his seniority status because of a lay-off, but his continuous service record shall not be lengthened more than ninety (90) days during any lay-off period.

When the requirements of the plant will permit, an employee shall on his written request and for reasonable cause be granted leave of absence without pay for a limited time with the privilege of renewal. An employee absent on leave, who, without the consent of the Company, engages in other employment or who fails to report to work on or before the expiration of his leave, will be considered as having quit without notice; if and when such employee is rehired by the Company, he will have lost the seniority rights acquired through previous employment.

ARTICLE XXIII - REPORTING INFORMATION

The Company shall upon request by the Union send to the Union periodically, a list of its employees covered by this Agreement, showing name, social security number, date of recent hiring, job classification and rate of job.

ARTICLE XXIV - NEW EQUIPMENT

Upon the introduction of any new equipment not covered by this agreement, the wage scale and shop practices applying thereto shall be established by agreement between the Company and the Union.

ARTICLE XXV - DISCIPLINE

(a) The management of the Plant and direction of the working forces, including the right to hire, suspend, promote, transfer, or discharge or suspend for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided it is not used for purposes of discrimination.

(b) The Company has the right to discharge or lay-off any employee for sufficient and reasonable cause, including insubordination or failure to comply with reasonable general plant rules; but such employee, the Shop Steward and the Union Office, shall be advised promptly in writing by the Company of the reason or reasons for such discharge or lay-offs. Should it be found upon investigation that the employee has been unjustly discharged or laid-off, such employee shall be immediately reinstated in his or her former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his or her average earnings during the day period next preceding such discharge or lay-off, provided, however, that all such discharges or

lay-offs are discussed with officials of the Company within forty-eight hours of such discharge or lay-offs.

If any employment is terminated permanently at any time for any reason whatsoever except as hereinafter provided, then the employee shall be entitled to and shall receive immediately his vacation pay earned to that date. "Permanently" for the purpose of this section shall include any lay-off of more than thirty (30) consecutive days.

ARTICLE XXVI - UNION ACTIVITY

Any member of the Union who is required to attend a Union Convention or perform any other functions on behalf of the Union necessitating a leave of absence, shall, upon application being made and upon arrangement being made to the satisfaction of the Company within a reasonable length of time before leaving, be granted a leave of absence by the Company without pay for a period not to exceed two (2) years. Upon completion thereof, he shall immediately be reinstated by the Company to his original job without loss of seniority at the then prevailing rate of pay for that job. Demotions occasioned by the return of such individuals will take effect immediately and the demoted man receive the rate of pay applicable to the job to which demoted.

The accredited representative of the Union when visiting the plant of the Company shall make his presence known to the Company office.

ARTICLE XXVII - BAN AGAINST STRIKES OR LOCKOUTS

There shall be no strikes of any kind, sympathy strikes, sitdown or lockouts strikes, walkouts, picketing, retarding of work, slowdowns, boycotting or any stoppage of work by either party or any members or any officer thereof, during the term of this

agreement or pending a decision of arbitration, nor will either party or any members, or representatives or officers thereof, directly or indirectly aid, assist or be connected in any manner whatsoever with any of the aforesaid acts. The prohibition against activities outlined in this paragraph is not intended and shall not be construed to oblige any member of the Union to pass through a picket line established by any affiliate of the AFL-CIO and approved and recognized by the Executive Board of the Union.

It is further agreed that the Company will not hold the Union responsible for any work stoppages, strikes, sympathy strikes, sitdown strikes, walkouts, picketing, retarding of work, slowdowns, boycotting or for other individual or concerted action unless such action has been sanctioned by the Executive Board of the Union. In this connection all other work stoppages, strikes, sympathy strikes, sitdown strikes, walkouts, picketing, retarding of work, slowdowns, boycotting or any stoppage of work, etc., either by individuals or by groups of employees shall be contrary to this contract and shall be dealt with as below:

In case of strikes, sympathy strikes, sitdown strikes, walkouts, picketing, retarding of work, slowdowns, boycotting or any stoppage of work by employees, members of the Union, a Union officer shall be immediately notified, whereupon it shall be his or her duty to order such employee or employees immediately to return to or resume work. Failure on the part of the Union officer so notified of such acts to issue such order shall be considered a breach of this contract. Failure on the part of the employee or employees participating in such acts to obey such order to return to work by a Union officer shall be deemed just cause for immediate discharge.

In the event that the Arbitrator appointed as herein provided, decides that either party to this contract has failed to comply with any decision rendered by such Arbitrator within the time fixed by them for compliance, then the prohibition herein against strikes or lockouts shall no longer be effective.

Notwithstanding anything to the contrary hereinabove agreed upon, the refusal of the Union to permit the employees to work on goods or materials destined for or originating from a Non-Union shop engaged in a folding box operation shall not be deemed a breach of this Agreement or a matter subject to Arbitration.

ARTICLE XXVIII - ENFORCEMENT OF AGREEMENT

This Agreement shall be enforced only by the Union and the Company. Any interpretation of this Agreement or an adjustment thereunder, made by the Union and the Company, or awarded by the Arbitrator, shall be binding on all employees. Any individual arrangement between an employee or group of employees and the Company contrary to this agreement shall be void and of no effect whatsoever.

ARTICLE XXIX - ADJUSTMENT OF GRIEVANCE

Any grievance or complaint that now exists or which may arise and any dispute concerning the meaning and application of the provisions of this Agreement may be taken up for adjustment between the Business Agent of the Union and the Company. However, on grievances of individual employees steps below shall be followed.

The aggrieved or complaining employee shall state his grievance or complaint in writing on a card furnished by the Union which card must be signed by such employee and delivered by him

to the Shop Delegate, not later than the day following the event giving rise to the grievance or complaint.

The Shop Delegate shall file the card with the Company's head of department on the same day he receives the card from the employee.

The Shop Delegate, the head of department and the personnel manager of the Company shall immediately meet together to endeavor to adjust the grievance or complaint.

The parties hereto designate David M. Bluestone, Esq., as the Arbitrator to Act in such capacity under the terms of this agreement.

Any and all complaints, grievances, or disputes arising between the parties hereto under, out of, or in connection with or in relation to this Agreement or the interpretation, performance, termination, or any alleged breach thereof, shall forthwith be referred for arbitration to and final determination by the Arbitrator. The Arbitrator is empowered to include in his award any mandatory and/or negative injunctive relief and/or to impose any award which he deems appropriate, and his decision in each instance shall be rendered within three (3) days, exclusive of Saturdays and Sundays.

All determinations, decision, and awards shall be final, conclusive and binding upon all the parties hereto and upon any employer and worker to whom this Agreement may be applicable, and shall be fully enforceable by appropriate judgment in a court of competent jurisdiction. The Arbitrator shall cause notice to be given to the Association and to the Union as well as to the Employer involved in the controversy to appear at any hearings held in connection with the arbitration. In the event that a party fails to appear before the Arbitrator after appropriate notice, the Arbitrator is authorized to proceed upon testimony adduced by the party

appearing. The Arbitrator shall decide any controversy submitted to him within a reasonable time after the submission. Except as otherwise expressly provided in this Agreement, decisions of the Arbitrator shall be effective as of the date the decision is rendered.

In the event any employer shall fail to abide by any decision of the Arbitrator, the Union shall be free to strike or take such other action against such employer as it in its discretion deems appropriate.

In the event of the death, resignation or disability of the Arbitrator, or if for any reason the office of the Arbitrator becomes vacant, the parties shall forthwith designate a successor who possesses all of the duties conferred by this Agreement upon the Arbitrator herein named.

ARTICLE XXX - DURATION OF AGREEMENT AND REOPENING

(a) All of the terms and provisions of this Agreement shall be effective from the 7th day of December, 1961 to and including the 30th day of November, 1963.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto and they have affixed the respective seals and signatures by their duly authorized officers as of this 7th day of December, 1961.

FOLDING BOX, CORRUGATED BOX & DISPLAY WORKERS LOCAL 381

by /s/ Bernard Cianciulli
Bus. Mgr.

ROMO PAPER PRODUCTS CO.

by /s/ Samuel Roth

INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE & PAPER MILL WORKERS, AFL-CIO

by /s/ John P. Burke
Pres.-Sec'y

LOCAL 381 NEGOTIATING COMMITTEE

By: Vincent Capece
By: Dominick Erario
By: Ben Abramowitz
By: John Yglesias
By: Frank La Porte
By: Michael Aaronson
By: Frank Alberto
By: Joseph La Forgia

By: Frank Viscardi
By: Otto Gander
By: Frank Di Leo
By: Joseph Viania
By: Louis Sangastiano
By: Frank D'Avanzo
By: Cliff Dee Berry
By: John Gammarano

GENERAL COUNSEL'S EXHIBIT NO. 2(d)

AGREEMENT

between

ROMO PAPER PRODUCTS CORP.

and the

FOLDING BOX, CORRUGATED BOX AND
DISPLAY WORKERS LOCAL NO. 381

International Brotherhood of
Pulp, Sulphite and Paper Mill Workers

AFL-CIO

September 1, 1969 to August 31, 1972

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AGREEMENT made effective as of June 15th day of September, 1969

by and between the

[illegible] Paper Prod., Corp.

and those successors and assigns hereinafter sometimes referred to as employer, and the UNITED PAPERMAKERS AND PAPERWORKERS, INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE AND PAPER MILL WORKERS, affiliated with the A.F.L.-C.I.O. hereinafter sometimes called the Union:

WHEREAS, the parties hereto are desirous of promoting and maintaining harmonious relations between employer and employees and of assuring industrial peace; and

WHEREAS, it serves the interests of both parties to have as many as possible of the plants under contract to the Union operating under uniform Articles of Agreement as to minimum wage scales and terms and conditions of employment, and bound by a common form of contract with the Union;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I—WITNESSETH

WHEREAS the Union represents more than a majority of the employees in the plant listed above and to the knowledge of the parties no other individual or labor organization represents or claims to represent, any of the employees within the jurisdiction of the Union in the plants heretofore stated for

ARTICLE III—UNION MEMBERSHIP

When new employees are hired by the Company, the Company shall notify the Union or a card supplied by the Union, within forty eight (48) hours from hiring. New employees shall present to the Shop Steward a section of such card, before starting work.

The Company agrees that all employees, Union and non-union, shall as a condition of continued employment, thirty (30) calendar days after the actual beginning of employment or the effective or signing date of this Agreement, whichever is latest, become and remain members in good standing of the Union.

The employee membership in the Union shall not include any Superintendent or any Foreman having direct responsibility to the Management for the operation of the department in which he is Foreman. Any employee engaged in an executive, administrative, sales, research, accounting, clerical or stenographic capacity, or in any other office work.

No other person connected with the Company as owner, officer, partner, shareholder, supervisor or non-working foreman, shall be permitted to engage in any of the work of the type covered by this Agreement, either before, during or after working hours or on Saturdays, Sundays or holidays.

New employees may be discharged by the Company at any time during the trial period which shall be thirty (30) days from the date of hiring.

[illegible] respect to rates of pay, hours of employment or other conditions of employment.

NOW, THEREFORE, for and in consideration of the premises the parties hereto agree as follows:

ARTICLE II—RECOGNITION

The Company recognizes the Union as the exclusive representative of the employees in the plant of the Company for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Each employer agrees that during the terms hereof and during any period of negotiations for its renewal, extension or succession it will not in any respect to any plant or department or job covered hereunder sign any contract recognizing any other Union.

The employer agrees that during the terms hereof all jobs listed in Exhibit A attached hereto and all other jobs that the Company may add to its operation, in the plants now operated by the Company or such further plants as it may acquire or operate during the terms of this Agreement.

In the event of the removal of any plant covered by this contract to a location outside the New York and New Jersey Districts, this contract shall nevertheless continue to apply.

Non-discrimination — The employer and the Union agree that there shall be no discrimination against any employee or applicant for employment in the bargaining unit, because of race, color, creed or national origin in respect to, but not limited to, (a) hiring, placement, upgrading, layoff, transfer or demotion, (b) rates of pay or other conditions of work and (c) selection for training including apprenticeship.

ARTICLE IV—WORK PRESERVATION

To preserve the job opportunities of the employees, no work which now is or in the past has been performed by bargaining unit employees, shall be transferred to any other company or be performed by any persons other than bargaining unit employees, if the effect is to cause loss of employment to bargaining unit employees.

ARTICLE V—REPORTING INFORMATION

The Company shall upon request by the Union send to the Union, periodically, a list of its employees covered by this Agreement, showing name, address, social security number, date of recent hiring, job classification and rate of job.

ARTICLE VI—LENGTH OF SERVICE

The Company shall maintain departmental seniority lists based upon the service record of the employees at each respective plant. Any employees who have or may quit or have been or may be discharged, will have lost or lose all previous accumulated seniority. Seniority shall consist of total time worked for the Company, deducting any interval of unemployment, which is in excess of ninety

(90) days in any one lay-off, as a result of lay-off or sickness. These lists will be posted in the various departments of the plants for reference purposes in connection with matters concerning the seniority of any employees under the terms of this Agreement.

The Company shall have the right to reduce the force of employees at any time. In all cases of lay-offs the rule of plant seniority shall prevail, that is the employee last hired in the plant shall be the first lay-off and further lay-offs shall follow the same order. Upon rehiring the inverse order of plant seniority shall prevail, that is the employee last laid off shall be the first rehired and further rehirings shall follow the same order.

When because of lay-offs or rehirings, intra-department transfers and/or job reinstatements and/or inter-departmental bumps are necessitated, plant seniority standing, subject to service and ability, in a prior classification shall prevail.

Notice of restoration in any department shall be given by the Company to the employees previously laid-off in the department forty-eight (48) hours in advance of restoration. Any such employee who does not report for work within forty-eight (48) hours after notice is given shall forfeit his place in that particular restoration, but if within a period of ten days after notice is given he so requests it, he shall be given the same consideration at the time of the next restoration, if any. Notice shall be given to properly designated officer of the Union involved.

If any employee has followed the above procedure he shall not lose his seniority status because of

a lay-off, but his continuous service record shall not be lengthened more than ninety (90) days during any lay-off period.

ARTICLE VII—BUSINESS SLACK

When it becomes necessary to lay-off any employee due to slack of business, the Company shall confer with the Shop Delegate in order to attempt to share the available working time as equally as practicable among the employees in the same job classification working for the Company at least one year prior to any such lay-off. Should a lay-off due to slack of business continue beyond thirty days, then permanent lay-offs shall be made based on seniority. No permanent lay-off, shall be made without three working days' prior notice to the affected employee, if the affected employee, has had one year or more of service.

ARTICLE VIII—TEMPORARY TRANSFER

Employees may be transferred temporarily from one job or department to another. If this transfer is to a higher paid job the employee shall have the top rate for the job while working at that job if he meets normal standard and job requirements of such job and provided total time worked on higher rated job exceeds one hour. If the transfer is to a lower paid job, the employee shall be paid at the lower rate while working on that job. But the employee shall have the option in this event of accepting or refusing the lower rated job and shall not lose any rights in his regular department as a result of his decision. If the transfer to a lower paid job is at the Company's request, then the employee shall retain his higher rate of pay.

ARTICLE IX—NEW JOBS OR VACANCY

All new jobs created, or open as a result of a vacancy shall be bulletined in the department affected for a period of two (2) days. When a new job is created or a vacancy occurs in any department, consideration shall first be given in turn, in the order of greatest seniority, to each employee in the same general classification in that department or if there is no employee in that classification, then in turn, in the order of greatest seniority, to each employee in the next lower classification in that department. If the employee with the greatest seniority so desires, he shall be given a trial of up to two (2) weeks provided that in the judgment of the management and shop steward he has sufficient ability to fill such new job or vacancy. The employee's failure to satisfactorily fill the new job or vacancy shall not penalize him with any loss of seniority. Any such employee with greater seniority than the employee to whom the trial is given, or his representative or representatives, shall upon request be advised of the reason or reasons why he was not chosen to fill the new job or vacancy. No such new job or vacancy shall be permanently filled until any such employee with greater seniority than the employee to whom the trial is given or his representive or representatives has had an opportunity to have his case fully considered, provided such case has been properly presented within five (5) days of the time such new job or vacancy is temporarily filled.

The foregoing provisions shall not apply if the company fills the job or vacancy with an experienced employee.

ARTICLE X—OPERATING CONTROL

(a) The Company shall be the exclusive judge of all matters pertaining to the product to be manufactured, the location of the plant, the schedules of production and the methods, process, means and materials to be used.

(b) The management of the Plant and the direction of the working forces, including the right to hire, suspend, promote, transfer, or discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons is vested exclusively in the Company, provided it is not used for purposes of discrimination.

(c) The Company has the right to discharge or lay-off any employee for sufficient and reasonable cause, including but not limited to, insubordination or failure to comply with reasonable general Plant rules, but such employee, the shop steward, and the Union shall be advised promptly in writing by the Company of the reason or reasons for such discharge or lay-off. Should it be established upon investigation that the employee has been wrongfully discharged or laid off, such employee shall be immediately reinstated in his or her former position, without loss of seniority rating, and shall be compensated for all time lost at the rate in effect on the date of discharge, lay-off or suspension.

Any dispute with reference to a discharge, lay-off or suspension shall not be subject to the grievance procedure and arbitration herein, unless the matter is taken up with the Company within forty-eight (48) hours and unless written notice thereof is given by the Union to the Company within five (5) days from the date of such discharge, lay-off or suspension.

[illegible] Company reserves the right to determine [illegible] production standards of performance for all [illegible] hours and operations. Such standards shall be established on a basis of fairness and equity considering such factors as workmanship, reasonable productivity of experienced and capable employees and the reasonable productive capacities of equipment. Where any material change occurs in the methods or processes of producing any product rendering such work more difficult or time consuming, operations shall be restandardized and [illegible] allowance shall be made for such change either by an increase or a decrease in the standards as the case may be. Standards established which result in unfairness or lack of equity will be discussed with representatives of the Union in order to arrive at a mutually satisfactory basis for revision.

[illegible] upon the introduction of any new equipment not covered by this Agreement, the wage scale and shop practices applying thereto shall be established by agreement between the Company and the Union.

ARTICLE XI—DIRECTION OF EMPLOYEES

Employees shall be responsible to the foreman of their individual department's only, and shall not be compelled to take orders from any other person on the executive staff without the approval of their respective foreman or the plant supervisor.

ARTICLE XII—OPERATION OF MACHINES

In skilled job classifications having journeymen, no machine shall be operated without a journeyman present, except in an emergency absence of the journeyman.

2. The above payments shall be in addition to any vacation allowance to which the employee may be entitled.

3. Regular employees upon reaching sixty five (65) years of age may be retired with a termination payment computed in accordance with the provisions of Paragraph 1, preceding.

4. An employee receiving Severance Pay, shall forfeit all seniority right, and any other privileges, rights or benefits to which such an employee may now or hereinafter be entitled.

5. An employee on being separated shall have the right to elect not to receive Severance Pay and thereby retain all seniority rights and any other privileges to which such an employee may be entitled.

6. In calculating the number of years on the Company payroll of employees who have been in the military forces, no deduction from the time actually on the Company payroll shall be made for the period of time spent by such employees while in the military forces provided such employees had attained seniority prior to the entry in the military forces and that they return to work for the Company in the manner as provided for in this Agreement.

7. The calculation of the number of years on the Company payroll for re-employed employees who lost previously forfeited seniority rights, in accordance with the terms and conditions of this Agreement, shall be based on the number of years on the Company payroll starting from the time of their [illegible] Company hiring date.

ARTICLE XIII—SEVERANCE PAY

1. Regular employees shall be entitled to separation pay if they are permanently separated by the Company due to sale or liquidation of business, insolvency or bankruptcy, technological change or a geographical move outside of reasonable commuting distance.

The Schedule of Separation Pay Allowance is listed below:

LENGTH OF SERVICE FROM HIRING DATE	SEPARATION PAY
Three (3) years and over	1 week
Five (5) years and over	2 weeks
Seven and one-half (7½) years and over	3 weeks
Ten (10) years and over	4 weeks
Twelve and one-half (12½) years and over	5 weeks
Fifteen (15) years and over	6 weeks
Seventeen and one-half (17½) years and over	7 weeks
Twenty (20) years and over	8 weeks

If an employee is entitled to separation allowance as above, such separation allowance shall be paid as hereinafter provided, commencing on and after thirty (30) days of the employee's separation date, provided he has not been recalled during this thirty (30) day period.

For the purpose of this schedule, one week's pay shall be [illegible] hours of straight time pay at the employee's current rate at the time of lay-off.

3. Severance Pay shall not be reduced by or have the effect of reducing Unemployment Compensation or any other compensation provided for under State or Federal Laws unless State or Federal Laws are to the contrary.

4. No Severance Pay shall be paid to employees discharged for just cause or voluntary resignation.

ARTICLE XIV—ADJUSTMENT OF GRIEVANCE

(A) All grievances or complaints made by employees covered by this Agreement shall be taken up for adjustment as follows:

1. The aggrieved or complaining employee shall state his grievance or complaint in writing on a card furnished by the Union, which card must be signed by such employee and delivered by him to the shop steward not later than the day following the event giving rise to the grievance or complaint.

2. The shop steward shall file the card with the Company's head of department on the same day which he received the card from the employee.

3. The shop steward, the head of the department and the Plant Manager or Personnel Manager of the Company shall within twenty-four (24) hours thereafter meet together to endeavor to adjust the grievance or complaint.

(B) All disputes concerning the meaning or application of any of the provisions of this Agreement shall be taken up for adjustment as follows:

1. The party hereto desiring to raise the issue of the dispute shall submit the same in writing to the other party hereto.

2. A representative of the Company and a representative of the Union shall meet together to discuss and endeavor to adjust such dispute.

(b) In the event that the parties are not able by the above procedure to dispose of any grievance or complaint made by an employee, or of any dispute concerning the meaning or application of any of the provisions of this Agreement, respectively, within fifteen (15) days, then the matter shall proceed to arbitration for final determination by an arbitrator appointed herein.

(c) The authority of the arbitrator shall be limited to construing and interpreting the rights of the parties under the provisions of this Agreement, and in relation only to such grievances, complaints or disputes as have been presented to the Board for decision.

(d) The arbitrator shall have no power, in any respect to amend, change, eliminate or add to any of the provisions of this Agreement.

The parties hereto designate Jacob N. Kleinman, Esq. as the Arbitrator to Act in such capacity under the terms of this agreement.

Any and all complaints, grievances, or disputes arising between the parties hereto under, out of, or in connection with or in relation to this Agreement or the interpretation, performance, termination, or any alleged breach thereof, shall forthwith be referred for arbitration to and final determination by the Arbitrator. The Arbitrator is empowered to include in his award any mandatory and/or negative injunctive relief and/or to impose any award which he deems appropriate.

All determinations, decisions, and awards shall be final, conclusive and binding upon all the parties

Effective January 1, 1972, the contribution shall be increased to six Dollars ($6.00) per week per employer.

Such contributions shall be made monthly, and shall be used by the Trustees of the Local 381 Pension Fund for the sole purpose of maintaining a retirement program in accordance with the Agreement and Declaration of Trust governing the operation of this Fund, which the Company hereby accepts and adopts as if it were a party signatory thereto. Copy of such Trust Agreement shall be furnished the Company upon request.

Contributions to the Fund should reach the Fund office no later than the 15th of the month following the month covered by the report.

ARTICLE XVI—INSURANCE

The Company shall contribute to the Trustees of the Local 381 Group Insurance Fund, the sum of Six (Seven) Dollars per week, (including vacations) for each employee covered by this Agreement, including any employee on trial period.

Such contributions shall be made monthly and shall be used by the Trustees of the Local 381 Group Insurance Fund for the sole purpose of providing the employees and their dependents with such health and welfare benefits as may be established in accordance with the Agreement and Declaration of Trust, as amended, governing the operation of this Fund, which the Company hereby ac-

hereto and upon any employer and worker to whom this Agreement may be applicable and shall be fully enforceable by appropriate judgment in a court of competent jurisdiction. The Arbitrator shall cause notice to be given to the Company and to the Union as well as to the Employer involved in the controversy to appear at any hearings held in connection with the arbitration. In the event that a party fails to appear before the Arbitrator after appropriate notice, the Arbitrator is authorized to proceed upon testimony adduced by the party appearing. The Arbitrator shall decide any controversy submitted to him within a reasonable time after the submission. Except as otherwise expressly provided in this Agreement, decisions of the Arbitrator shall be effective as of the date the decision is rendered.

In the event any employer shall fail to abide by any decision of the Arbitrator, the Union shall be free to strike or take such other action against such employer as it in its discretion deems appropriate.

In the event of the death, resignation or disability of the Arbitrator, or if for any reason the office of the Arbitrator becomes vacant, Stanley Israel, Esq. shall thereupon act as Arbitrator and possess all of the duties conferred by this Agreement upon the Arbitrator herein named.

ARTICLE XV—PENSION

The Company shall contribute to the Trustees of the Local 381 Pension Fund the sum of Three Dollars ($3.00) per week (including vacations) for each employee covered by this Agreement, including any employee on trial period.

Effective January 1, 1970 the contribution shall be increased to four Dollars ($4.00) per week per employee.

cepts and adopts as if it were a party signatory thereto. Copy of such Trust Agreement shall be furnished the Company upon request.

Contributions to the Fund should reach the Fund Office no later than the 15th of the month following the month covered by the report.

ARTICLE XVII—INDIVIDUAL SHOP DIFFERENCES

Any Company which has heretofore maintained its own group insurance program may continue to do so, but such individual insurance shall at all times match the Local 381 Group Insurance Fund program, as it presently stands or as it may be amended, with respect to benefits, coverage and eligibility, and also with respect to Scholarship Benefits to children of employees covered by this Agreement.

ARTICLE XVIII—CHECK OFF

It is agreed that dues for members of the Union in amounts as authorized, shall be deducted from the pay of members upon written authorization to the Company from each individual member. The authorization will be upon a form furnished by the Union, and all dues deducted in this manner shall be remitted by the Company to such persons as may be designated by the Union. Deductions of dues shall be made from the nearest available pay period to the 10th day of the month where any employee has pay due him, and should reach the Union Office no later than the 20th of the current month.

ARTICLE XIX—FAILURE TO MAKE PAYMENT

Upon failure of the Company to make the required payments of check-off deductions, pension contributions of group insurance contributions, on the respective due dates as required above, the Union, without further notice may take such action as it deems appropriate, notwithstanding the ban against strikes.

ARTICLE XX—UNION ACTIVITY

Any member of the Union who is required to attend a Union Convention or perform any other functions on behalf of the Union necessitating a leave of absence, shall, upon application being made and upon arrangement being made to the satisfaction of the Company within a reasonable length of time before leaving, be granted a leave of absence by the Company without pay for a period not to exceed two (2) years. Upon completion thereof, he shall immediately be reinstated by the Company to his original job without loss of seniority at the then prevailing rate of pay for that job. Demotions occasioned by the return of such individuals will take effect immediately and the demoted man is to receive the rate of pay applicable to the job to which demoted.

ARTICLE XXI—LEAVE OF ABSENCE

When the requirements of the plant will permit, an employee shall on his written request and for reasonable cause be granted leave of absence without pay for a limited time with the privilege of renewal. An employee absent on leave, who, without

ARTICLE XXII—VISITATION RIGHTS

The accredited representative of the Union when visiting the plant of the Company shall make his presence known to the Company office.

ARTICLE XXIII—SHOP STEWARD

The Union shall appoint one of its members on each shift to act as Shop Steward whose duty it shall be to see that the conditions of this contract are lived up to and to handle such Union business as may be delegated to him by the Union. The Stewards shall obtain prior approval from their Foreman before leaving their work for the purpose of representing employees under the terms of this Agreement and will report back to their Foreman upon completion of such duties.

Each Stewards name shall appear at the top of the seniority list for the purpose of lay-off, providing he has the ability to perform such available work.

Under no circumstances shall any Steward be discriminated against because of his activities on behalf of the employees.

ARTICLE XXIV—BULLETIN BOARDS

Bulletin boards shall be provided in the various departments of the plant upon which notices concerning plant rules, seniority lists and official business of the Union as authorized by the Union may be posted.

ARTICLE XXV—BAN AGAINST STRIKES OR LOCKOUTS

There shall be no strikes of any kind, sympathy strikes, sitdown strikes, or lockouts, walkouts, picketing, retarding of work, slowdowns, boycotting or any stoppage of work by either party or any members of any officer thereof, during the term of this Agreement or pending a decision of arbitration, nor will either party or any members or representatives or officers thereof, directly or indirectly, aid, assist or be connected in any manner whatsoever with any of the aforesaid acts. The prohibition against activities outlined in this paragraph is not intended and shall not be construed to oblige any member of the Union to pass through a picket line established by any affiliate of the AFL-CIO and approved and recognized by the Executive Board of the Union.

It is further agreed that the Company will not hold the Union responsible for any work stoppages, strikes, sympathy strikes, sitdown strikes, walkouts, picketing, retarding of work, slowdowns, boycotting or for other individual or concerted action unless such action has been sanctioned by the Executive Board of the Union. In this connection all other work stoppages, strikes, sympathy strikes, sitdown strikes, walkouts, picketing, retarding of work,

slowdowns, boycotting or any stoppage of work, etc., either by individuals or by groups of employees shall be contrary to this contract and shall be dealt with as below:

In case of strikes, sympathy strikes, sitdown strikes, walkouts, picketing, retarding of work, slowdowns, boycotting or any stoppage of work by employees, members of the Union, a Union officer shall be immediately notified, whereupon it shall be such officers duty to order such employee or employees immediately to return to or resume work. Failure on the part of the Union officer so notified of such acts to issue such order shall be considered a breach of this contract. Failure on the part of the employee or employees participating in such acts to obey such order to return to work by a Union officer shall be deemed just cause for immediate discharge.

In the event that the employees are discharged or disciplined for any of the prohibited activities above mentioned, and in the event such matter is referred to arbitration, should the arbitrator find that any of the prohibited activities have been committed by any such employees, then and in such event this shall be deemed conclusively discharge for just cause or for the discipline invoked and the arbitrator shall have no right to order the reinstatement of the employees, to change the discipline, or to award any damages to such employees. In the event that the Arbitrator appointed as herein provided decides that either party to this contract has failed to comply with any decision rendered by such Arbitrator within the time fixed by them for compliance, then the prohibition herein against strikes or lockouts shall no longer be effective.

ARTICLE XXVI—PAYMENT FOR TIME OFF

Year End Vacation — All employees who have been on the employ of the Company one year or more shall receive time off with pay for the last working day before Christmas Day and all work days between Christmas Day and New Year's Day.

No Year End Vacation pay shall be paid to employees discharged for just cause or who resign voluntarily prior to December 24th.

Employees shall be paid Year End vacation pay, if they are laid off on or after October 1st in any year.

Reporting Time — Any employee reporting to work on his regular shift, unless otherwise instructed, shall receive not less than four (4) hours work, or pay, except in case of major breakdown or in other emergencies, beyond the control of the Company.

Employee injured on job — An employee injured while working on the job and therefore unable to finish his day's work shall be paid for a full day.

Induction Pay — Employees shall be entitled to a days pay at their regular rate of pay for whatever days are required for actual physical examination into the Armed Forces, but not including traveling time.

Time off With Pay — Time off with pay shall be considered as time worked for the purpose of qualifying for paid holidays or vacation pay.

daughter. Notice of such death must be given by the employee to the Company as soon as it is reasonably possible. Should more than one death occur in the family within any 3 day period no more than one excused absence will be given.

This clause is written for the purpose of supplementing pay that an employee may lose and is not intended as extra pay for days the employee would not normally work.

ARTICLE XXIX—HOLIDAYS

Employees shall not be required to work and shall receive wages based upon ~~eight (8)~~ hours straight time average hourly base rate of pay, computed on previous week's average straight time hourly earnings, for the following holidays, provided that they shall have served their trial period and have worked at least ~~six tens (16)~~ hours in the week the holiday falls.

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
	Christmas Day

Shift premium shall be included for purpose of determining holiday pay.

When a holiday falls on Saturday, Friday shall be considered the holiday and recognized as such.

If a holiday falls on Sunday, Monday shall be considered as the holiday and recognized as such.

Shall it become necessary to operate any or all departments on any of the holidays, employees shall receive their holiday pay plus overtime pay

ARTICLE XXVII—JURY SERVICE

Employees who have completed one (1) year of continuous service with the Company who serve on a jury on any of the calendar days Monday through Friday, on which the employee would otherwise have been scheduled to work, shall be paid the difference between the pay for jury duty and the employee's straight time hourly base rate for not more than ~~eight (8)~~ hours for each day he is required to serve, on presentation of a written statement from the appropriate public official listing the dates that payment was received for jury duty. To be eligible for the above, employees must notify the Company the work day immediately following the receipt of notice of selection for jury duty.

Employees shall be paid for the day on which they are to appear for preliminary examination for jury duty.

ARTICLE XXVIII—DEATH IN THE IMMEDIATE FAMILY

In the event of the death of a member of the immediate family of an employee having one or more years of continuous service, the Company will grant an excused absence not to exceed three working days, starting on the day of the death or the day following. Any such excused absence, which would have been regularly scheduled days of work during the regular work week for the employee, shall be paid for at the employee's straight time hourly base rate not to exceed ~~eight (8)~~ hours per day.

A member of the immediate family is defined as mother, or father, mother-in-law or father-in-law, husband or wife, brother or sister, and son or

at the rate of double time for the first ~~eight (8)~~ hours and triple time for hours worked thereafter.

Should the Company fail to make work available during the week in which the holiday falls then the employees shall be entitled to holiday pay, if they have served their probationary period and have worked ~~six tens (16)~~ hours in the week preceding or the week following the one in which the holiday falls.

ARTICLE XXX—VACATIONS

All employees who have completed the periods of time with the Company as herein specified prior to September 30th in any year shall receive the following time off as vacation with pay, but such vacation will not be granted until the expiration of such time as specified.

1 Year — 1 Week
3 Years — 3 Weeks
5 Years — 4 Weeks

Vacations shall be taken during the period June 1st to September 30th, which period may be extended over the entire year where mutually agreeable.

Employees who are entitled to three weeks vacation, with pay, may at the discretion of the Company and at the option of the employee receive two (2) weeks vacation with pay and pay in lieu of a third week's vacation.

Employees who are entitled to four weeks vacation, with pay, may at the discretion of the Company and at the option of the employee receive (3) weeks vacation with pay and pay in lieu of a fourth week's vacation.

Any employee who completes his time as specified herein for the period October 1st through December 31st shall be entitled to receive one (1) week of vacation with pay for each respective anniversary, if at the option of the employer, pay in lieu of actual vacation prior to December 31st. In such a case four (4) months must elapse before eligibility for the next succeeding year's vacation week corresponding with the first year of continuous employment.

Vacation pay for hourly rate employees shall be computed on the basis of FORTY (40) hours per week times the regularly hourly rate of the employee's assigned function in effect at the time such vacation is granted. Vacation pay for employees on bonus functions shall be computed on the basis of FORTY (40) hours per week times the average rate per hour earned (exclusive of overtime) for the thirteen (13) weeks period ending two (2) weeks prior to the vacation period. Shift premium shall be included for purpose of determining vacation pay. Any deductions normally taken from the employee's regular pay will also be deducted from the vacation pay as computed above.

Vacations due in any calendar year must be taken during that year; they cannot be accumulated. In the event that an employee who is eligible for a vacation in any year shall be discharged, laid-off or voluntarily leaves the employ of the Company, before securing such vacation, he shall be paid the pro-rata vacation pay that he would otherwise have received.

If a paid holiday falls during the employees vacation period the employee shall receive an additional day off with pay or an additional days pay at their regular rate of pay.

Overtime at the rate of time and one-half shall be paid for all hours worked:

(1) Over EIGHT (8) hours in any one day.

(2) Over FORTY - (40) hours in any one work week.

(3) Before the regular starting time.

(4) For the first EIGHT (8) hours of work on Saturday.

(5) If at the Company's request an employee reports for work after the regular starting time, his overtime rate shall commence after the regular quitting time.

Overtime at the rate of double time shall be paid for all hours worked:

(1) After twelve (12) hours in any one day.

(2) After the first EIGHT - (8) hours of work on Saturday.

Overtime at the rate of double and one half time shall be paid for all hours worked:

(1) After twelve (12) hours on Saturday.

(2) For all hours worked on Sunday.

Lunch time shall be announced by the Company, but the Company shall not keep any employee more than four and one half (4½) hours before allowing a reasonable time for lunch.

Lunch time and before the start of each shift and after the end of each shift shall not be considered working hours.

ARTICLE XXXII—OVERTIME WORK

After reasonable notice and when mutually agreeable, overtime shall be permitted.

Vacation pay shall be made to employees in full when taking their vacation.

In the event of the death of an employee who has earned but not received his vacation or pay in lieu of his vacation, his beneficiary shall receive whatever amount due in cash.

The Company shall make such rules as it shall deem necessary or desirable for the proper administration of the vacation plan and shall prepare schedules fixing the time when each employee shall receive his vacation.

The Company shall give at least thirty (30) days notice of the employee's vacation schedule, or any change thereof. It is agreed that this stipulation is void in cases of major breakdowns or other emergencies beyond the control of the Company.

Employees covered by this Agreement shall not be entitled to vacations or vacation pay other than as hereinabove set forth.

Any employee who voluntarily quits without giving three working days prior notice shall not be entitled to vacation pay. The day of the notice of quitting shall be counted provided the notice is given before the end of the first half of the shift.

ARTICLE XXXI—HOURS OF WORK. OVERTIME LUNCH AND SUPPER

The regular working schedule shall consist of EIGHT (8) hours each day, and FORTY - (40) hours per week, to be worked on Monday, Tuesday, Wednesday, Thursday and Friday, except as may be provided in special rules. All times worked outside the regular working hours shall be considered overtime and shall be paid for at overtime rates.

Overtime shall be distributed on a particular shift as equally as is practicable among the employees who are able to do the work by job classification within the department. Overtime work which is offered to an employee and is refused shall count as overtime worked for the purpose of determining whether overtime has been distributed as equally as practicable among employees.

ARTICLE XXXIII—NIGHT SHIFT

Employees hired for work on a given shift and who accept such work, recognize that they have no right to transfer to another shift unless they shall make a written request to the Company and the Union for such transfer, it being understood that the senior person on each respective shift shall be given preference for such change provided, however, that they have the ability to perform the work to which they may be assigned on the changed shift.

The Company shall, wherever practicable, grant a request for a transfer from one shift to another.

All employees on the night shift shall receive a premium of 5% percent additional for work done on the second shift and a premium of 10 percent additional for work done on the third shift.

ARTICLE XXXIV—STANDARD FUNCTIONAL RATES AND INCREASES

The attached schedule of Standard Functional Rates, Schedule A, indicates the approved and accepted minimum Scale of Rates for all classifications of functions.

It is agreed that employees assigned to Learner Category shall, for the first thirty days, receive the Learner Rate; thereafter and at six month intervals, employees shall be increased to the next highest rate until they attain the top rate of "Class A."

Effective as of Sept 1, 1969; Sept 1, 1970; and Sept 1, 1971 all employees shall receive a minimum increase of thirty (30) cents per hour across the board each year, including those employees who may be receiving more than the rate for their job classification.

ARTICLE XXXV—DURATION & ENFORCEMENT OF AGREEMENT

(A) This Agreement shall be enforced only by the Union and the Company. Any interpretation of this Agreement or an adjustment thereunder, made by the Union and the Company, or awarded by the Arbitrator, shall be binding on all employees. Any individual arrangement between an employee or group of employees and the Company contrary to this Agreement shall be void and of no effect whatsoever.

(B) All the terms and provisions of this Agreement shall be effective from the 1st day of September, 1969 up to and including the 31st of August 1972.

from

to

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto and they have affixed the respective seals and signatures by their duly authorized officers this

Company name Romo Paper ~~Prod.~~, Corp.

By _____ Sig. 9/9/6

FOLDING BOX, CORRUGATED BOX & DISPLAY WORKERS LOCAL 381

By: BERNARD CIANCIULLI, *Bus. Mgr.*

INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE & PAPER MILL WORKERS, AFL-CIO

By: JOSEPH P. TONELLI, *Pres.-Secty.*

SCHEDULE "A"

	RATE 9-1-69	RATE 9-1-70	RATE 9-1-71
Olga Pelag Arango	2.00	2.30	2.60
Amparo Botero	2.00	2.30	2.60
Altagracia Castillo	2.15	2.45	2.75
Manuel Claudio	2.70	3.00	3.30
Margarita Gamayo	2.00	2.30	2.60
Jesus Gaviria	2.25	2.55	2.85
Bernardino Giraldo	2.20	2.50	2.80
Kondillo Liankos	2.20	2.50	2.80
George Liankos	2.55	2.85	3.15
Antonio Lopez	2.65	2.95	3.25
Maria Lopez	2.05	2.35	2.65
Quintin Lopez	3.60	3.90	4.20
Elio Rivera	2.55	2.85	3.15
Jose Rivera	2.25	2.55	2.85
Ohannes Tchenbirdjian	3.45	3.75	4.05
Elvia Maria Vasquez	2.25	2.55	2.85
Victor Velez	2.10	2.40	2.70

HIRING RATES

	9-1-69	9-1-70	9-1-71
First 30 Days	2.00	2.30	2.60
After 30 Days	2.05	2.35	2.65
After 6 Months	2.10	2.40	2.70

GENERAL COUNSEL'S EXHIBIT NO. 3(a)

February 1, 1974

Romo Paper Products Corp.
37-06 36th Street
Long Island City, New York

Dear Sirs:

Request is hereby made upon you to bargain with Folding Box, Corrugated & Display Workers, Local 381 as the exclusive representative of the employees in the unit below-described with respect to rates of pay, wages, hours of work and other terms and conditions of employment:

'all employees of Romo Paper Products Corp. employed at its Thirty-Sixth Street Plant, exclusive of office clerical employees, guards and all supervisors as defined in the Act.'

Enclosed please find a copy of the Union's demands.

Very truly yours,

John Danetra
Vice President

JD:jb
Enclosure

FOLDING BOX - CORRUGATED BOX & DISPLAY WORKERS
170 Old Country Road, Mineola, N. Y. 11501
Tel. 516-248-2662

February 1, 1974

Romo Paper Products Corp.
37-06 36th Street
Long Island City, New York

Dear Sirs:

We herewith submit our demands for contract changes.

The changes we seek are as follows:

1. In the fourth paragraph of the Article (XIII) dealing with Severance Pay "forty hours (40)" should be amended to read "thirty five (35) hours."

2. The first two sentences of the Article (XV) dealing with Pension should be amended to read:
"The Company shall contribute to the Trustees of the Local 381 Pension Fund the sum of Ten Dollars ($10.00) per week (including vacations) for each employee covered by this Agreement, including any employee on trial period." "Effective January 1, 1975 the contribution shall be increased to Twelve Dollars ($12.00) per week per employee."

3. The first sentence of the Article (XVI) dealing with Insurance should be amended to read:

"The Company shall contribute to the Trustees of the Local 381 Group Insurance Fund the sum of Ten Dollars ($10.00)

per week (including vacations) for each employee covered by this Agreement, including any employee on trial period."

4. The first sentence of the Article (XXVI) dealing with Payment For Time Off should be amended to read:

"Year-End Vacation - All employees who have been in the employ of the Company ninety (90) days or more shall receive time off with pay for the last working day before Christmas Day and all days between Christmas Day and New Year's Day."

5. The first sentence of the article (XXVII) dealing with Jury Service should be amended to read "seven (7) hours instead of "seven and one-half (7 1/2) hours."

6. The last sentence of the first paragraph of the Article (XXVIII) dealing with Death in the Immediate Family should be amended to read "seven (7) hours" instead of seven and one-half (7 1/2) hours."

7. The article (XXX) dealing with Vacations shall be amended to read in accordance with the provision attached to this letter.

8. The Article (XXIX) dealing with Holidays shall be amended by adding three additional paid holidays, that is, Veterans Day, Martin Luther King's Birthday and the day after Thanksgiving Day. The second sentence should be amended to read "seven (7) hours" instead of eight (8) hours."

9. The Article (XXXI) dealing with Hours of Work shall be amended so that the first sentence reads:

"The regular working schedule shall consist of seven (7) hours per day and thirty five (35) hours per week, to be worked

on Monday, Tuesday, Wednesday, Thursday and Friday, except as may be provided by special rules." "Overtime at the rate of time and one-half shall be paid for all hours worked:

(1) Over seven (7) hours in any one day.

(2) Over thirty five (35) hours in any one worked week."

10. The Article (XXXIV) dealing with Wage Increase should be amended to read:

"All previous contract Schedule "A" rates in effect on August 31, 1972 shall be increased by One Dollar ($1.00)."

Very truly yours,

John Danetra
Vice President

JD:jb
Enclosure

ARTICLE XXVII - VACATIONS

The Company will grant vacations with pay to all of its employees covered by this agreement in accordance with the following schedule:

Any employee who has been in the continuous service of the Company for one year but less than two years shall be entitled to and shall receive two weeks' vacation with pay, payment to be computed at 4% of his previous calendar year's gross earnings, or a guaranteed minimum of seventy (70) hours' pay at straight time rate.

Any employee who has been in the continuous service of the Company for two years but less than five years shall be entitled to and shall receive three weeks' vacation with pay, payment to be computed at 6% of his previous calendar year's earnings, or a guaranteed minimum of one hundred five (105) hours' pay at straight time rate.

Any employee who has been in the continuous service of the Company for five years or more shall be entitled to and shall receive four weeks' vacation with pay, payment to be computed at 8% of his previous calendar year's gross earnings, or a guaranteed minimum of one hundred forty (140) hours' pay at straight time rate.

For vacation pay purposes, those employees who may be absent for seventeen (17) weeks or more, except absence due to service in the Armed Forces and/or Workmen's Compensation or disability, beginning or ending during the previous calendar year, will be excluded from the guaranteed payment as described in the above sections of this Article.

Vacation time shall be arranged by the employee and his or her supervisor. Whenever possible, preference of vacation time shall be granted in accordance with seniority. However, it is recognized that normal operation of the plant must be maintained and vacations will be scheduled accordingly. In the event of a shutdown of one or two weeks during the summer months, such shutdown will be considered the equivalent of a vacation, except that any number of employees may be required to work during this period.

Insofar as possible considering operating schedules, the vacations will be granted during the months of July and August. However, where mutally agreeable, they can be extended over the entire year.

Employees, who, because of their entering Military Service, are unable to take the vacation to which they would have been entitled had they continued in the service of the Company instead of entering Military Service, shall receive their accrued vacation pay.

All employees entitled to vacations must take their vacations. However, if the actual taking of the third week or fourth week of vacation should be impractical because of production requirement or manpower shortage, some or all employees or any group of employees entitled to a third week or fourth week vacation, may at the discretion of Management, and at the option of the employee forego their third or fourth week of vacation, in which event, they shall receive their vacation money in addition to their regular earnings, plus a bonus of fifty (50%) percent of their total earnings for that week.

In the event the services of an employee eligible for a vacation, terminate before he takes his vacation, the employee will be paid fully earned vacation benefits when leaving the employ of the Company.

Vacation pay shall be made to employees in full when taking their vacation.

In the event of the death of an employee who has earned but not received his vacation or pay in lieu of his vacation, his beneficiary shall receive whatever amount due in cash.

The Company shall make such rules as it shall deem ne necessary or desirable for the proper administration of the vacation plan and shall prepare schedules fixing the time when each employee shall receive his vacation.

The Company shall give at least thirty (30) days notice of the employee's vacation schedule, or any change thereof. It is agreed that this stipulation is void in cases of major breakdowns or other emergencies beyond the control of the Company.

Employees covered by this Agreement shall not be entitled to vacations or vacation pay other than as hereinabove set forth.

Employees having had six (6) months or more but less than one year of employment with the Company from the date of hire to the date of leaving the employment of the Company shall be paid 2% of his gross earnings as vacation pay.

GENERAL COUNSEL'S EXHIBIT NO. 3(b)

Gen'l C. Ex 3B in Ev.
for 10/11/74

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☐ Show to whom, date and address where delivered ☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO.

CERTIFIED NO.
449275

INSURED NO.

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
R Scott 45

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Rose Piper

DATE DELIVERED
10-4-71

SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

No. 449275

SENT TO
Rome Plow Steel Corp.

STREET AND NO.
30-06 39th Street

P.O. STATE AND ZIP CODE
Long Island City, N.Y. 11101

POSTMARK OR DATE

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 65¢
2. Shows to whom, date and where delivered ..... 35¢
With delivery to addressee only ..... 85¢

DELIVER TO ADDRESSEE ONLY ..... 50¢
SPECIAL DELIVERY (extra fee required)

PS Form 3800 Apr. 1971
NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL
(See other side)
GPO: 1972 O - 460-743

GENERAL COUNSEL'S EXHIBIT NO. 4

ARTICLE 21

SECTION 1:

Any and all rights, powers, privileges, prerogatives, and authorities, whether exercised or not, which the Company had or possessed prior to its having recognized the Union or prior to its having entered into contractural relationship with the Union, are retained and reserved by the Company except only if those rights are specifically and expressly abridged by this Agreement.

SECTION 2:

The management of the Company's business and the direction of its working forces, including but not limited to the exclusive rights to determine whether its entire operation or any part thereof or any part, shall commence, cease, continue, reduce, increase or relocate operations established new jobs; abolish or change existing jobs; establish; abolish and change a work procedure; increase or decrease the number of jobs or employees; move to another location city, state or nation for any reason; establish, abolish and change job descriptions; change materials, processes, products, equipment and methods of operations; introduce new and improved materials or facilities; establish, abolish or change betting, cashing in, money handling and all other procedures; determine the work schedules of all employees; assign work and work to be performed; subcontract out or transfer any work, operation, or part thereof whether done by employees in the bargaining or otherwise; establish and change work schedules; transfer employees from job to job and from shift

to shift; establish, abolish and change all inventory and money control procedures; assign all available equipment; and, be the sole judge of applicants for employment, their qualifications and physical fitness; lay off, discharge, promote and discipline employees; direct the work force and make, change, amend or rescind work rules shall be vested exclusively in the Company except as specifically abridged by the terms of this Agreement or by statute. The description of the rights of the management herein set forth is not to be interpreted as limiting the rights of management not specifically set forth. Neither the exercise nor the effect of the exercise upon employees of any right reserved esclusively to the Company by this Article shall be subject to the arbitration procedure established by this Agreement, unless the Agreement specifically provides to the contrary.

SECTION 3:

In interpreting this entire Agreement, due regard shall be given to the rights, responsibilities and prerogatives of management existing prior to having recognized the Union and prior to having entered into contractual relationship with the Union and this Agreement shall be construed so that there will be no interference with these rights, responsibilities and prerogatives except as they may be expressly and specifically, or by necessary implication, abridged by this Agreement or by statute. All rights, responsibilities and prerogatives of management provided by this Agreement shall be broadly interpreted with all reasonable implications consistent with the entire Agreement to be drawn therefrom in favor of the preserving of the Company's prerogatives.

GENERAL COUNSEL'S EXHIBIT NO. 5

GUTTERMAN & POLLACK
Attorneys at Law
Seventy-one So. Central Avenue
Valley Stream, N.Y. 11580

April 1, 1974

Mr. John Danetra
Vice-President
Folding Box-Corrugated Box and Display Workers
170 Old Country Road
Mineola, New York 11501

RE: Romo Paper

Dear Mr. Danetra:

This letter is intended to spell out the Company's positions and demands which are the subject matter of the current collective bargaining. It is hoped that they will be carefully evaluated and negotiated in good faith.

A) The Company seeks to arrive at an equitable resolution of differences as promptly as possible so that the Company can maintain a competitive position in the marketplace.

B) The Company believes that the discontinuance of the picket line would be a strong indication of the Unions intention to bargain in good faith.

C) The Company makes the following demands based upon the expired contract (all references are to the contract which expired August 31, 1972.

I) Article II - Recognition

a) Third Paragraph - The employer agrees that during the term of this contract it will negotiate with the Union for all positions currently in existence covered by the expired agreement. This agreement will not extend to any new

jobs created. It is further agreed that this agreement covers only the current plants of the Company and does not extend to any additional plants the Company may acquire or operate or any of the employees employed thereat.

b) Fourth Paragraph - This contract will not apply in the event of the removal of any of the Company's plants which are currently being operated beyond a ten (10) mile radius, except that the employer agrees that in the event of a plant relocation as respects any employees covered hereunder who continue in the Company's employ at such new location such employee will continue to be covered under the terms of this agreement.

2) Article III - Union Membership

a) First Paragraph - The Company shall have a minimum of seven (7) work days in which to notify the Union of the hiring of a new employee covered by this agreement, and such time begins to run from the date the new employee begins to work. Any method of notification shall be deemed acceptable.

b) Second Paragraph - The Company has the right to hire any employee they, the company, deem qualified and it shall not be required that any employee join the union nor shall any employee be required to belong to or remain a member in good standing of the Union.

c) Third Paragraph - Any employee of the employer may engage in any work of the type covered by this agreement.

d) Fourth Paragraph - New employees may be discharged at the sole discretion of the company within 120 days of the first day the employee reports for work.

3) Article IV - Work Preservation

The employer reserves the right to sub-contract, discontinue and/or reassign work, now performed by the bargaining unit. In the event any of the foregoing results in the displacement of any employees the Company will try to find other positions for such displaced employees.

4) Article V - Reporting Information

a) The Union shall only be entitled to such data twice during any calendar year and at least a three month interval must elapse before such requests.

5) Article VI - Length of Service

a) First Paragraph - When computing seniority no credit will be allowed for any period of unemployment regardless of the reason for such unemployment.

b) Second Paragraph - Seniority shall prevail where practicable subject to service and ability of the employee. The employer shall have the sole discretion as to what is practicable.

c) Fourth Paragraph - Any employee who does not report for work within 48 hours after notice is given shall forfeit any and all rights to his job, Any reinstatement or rehiring thereafter shall be solely at the Company's discretion and will not reinstate any benefits or seniority forfeited.

d) Fifth Paragraph - Eliminated

6) Article VII - Business Slack

a) In the event it becomes necessary to lay off any employee the Company shall attempt to share that available work time where in the Company's sole discretion to do so would be practicable. An affected employee shall be entitled to 12 hours notice of any lay-off if such employee has been in the Company's employ at least two years at the time of such lay-off.

7) Article VIII - Temporary Transfer

Should the Company deem it necessary to transfer any covered employee from one job or department to another the employee shall be paid the rate for the job or department transferred to for so long as the employee remains in such job or department.

8) Article IX - New Jobs or Vacancies

a) The employer will attempt to fill new jobs or vacancies by promoting from within but shall not be bound to do

so. In the event of a promotion the Company can require a two week probation period for the transferred employee for such new position. Such probationary period will not effect the employees seniority. This paragraph in no way shall act as a waivor of the employer's right to hire a new employee to fill the vacancy or new job.

9) Article X - Operating Control

a) As per the clause delivered during the meeting of March 11, 1974.

10) Article XI - Direction of Employees

a) Eliminate

11) Article XII - Operation of Machines

a) It will be managements sole discretion as to whether an emergency exists.

12) Article XIII - Severance Pay

a) 1. First Paragraph - Regular employees shall be entitled to severance pay if they are permanently laid-off due to bankruptcy, technological change or a geographical move is excess of 75 miles. For the purposes of this paragraph it is understood that bankruptcy does not include a filing for a corporate reorganization or for an arrangement under Chapters X and XI of the Bankruptcy Act, or their successor's.

b) 1. Second Paragraph - The schedule should read as follows:

5 years and over - 2 weeks
10 years and over - 3 weeks
20 years and over - 4 weeks

c) 1. Third Paragraph - Change 30 days to 90 days.

d) 1. Fourth Paragraph - . . . one week's pay shall be forty (40) hours . . . .

e) 5. eliminate

13) Article XIV - Adjustment of Grievance

a) Add (A) 4. The employer will be in no way held responsible for or delayed by the shop steward's failure to perform hereunder

b) (E) Second Paragraph - The parties hereto designate the American Arbitration Association as the Arbitrator to Act in such capacity under the terms of this agreement.

c) (E) Fifth Paragraph - eliminate

14) Article XV - Pension

The Company reserves its position until it receives and has reviewed the Pension Agreement and the Declaration of Trust.

15) Article XVI - Insurance

The Company shall provide insurance coverage for covered employees. The benefits to be afforded to be negotiated.

16) Article XIX - Failure to make payment

a) . . . as required above, the Union shall send the Company notice by certified mail, of such default indicating the amount due or the contribution which was not received and putting the Company on notice that the Union, without further notice may take such action as it deems appropriate, notwithstanding the ban against strikes, if the monies are not received within ten (10) days after receipt of such notice by the employer. If, however, the employer contests the Unions claim the matter, if it can not be resolved between the parties, must be referred to arbitration, and the Union is precluded from taking any further action on the matter until the arbitration renders a decision upholding the Union's position and with which the Company has failed to comply.

17) Article XX - Leave of Absence

a) Leaves of Absence shall be at the sole discretion of the Company. An employee absent . . . .

18) Payment for Time Off

a) Year End Vacation - Such vacation shall be granted the Company's sole discretion, and can be granted for any number of days as the employer sees fit. Only employees in the Company's employ and employed at least 18 months at the time such vacation is granted shall be entitled to pay for such days off. Further, while this period of time off has tractionally been referred to as "year end vacation" the Company way should it grant same, schedule it to fall during the period referred to as the Jewish High Holy Days. (The second and third paragraphs are to be eliminated.)

b) Reporting Time - . . . shall receive not less than two (2) hours work . . .

c) Induction lay - This clause shall apply only where the employee has been drafted.

d) Time off with Pay - . . . shall not be

19) Article XXVII - Jury Service

a) First Paragraph - . . . for not more than eight (8) hours . . .

b) Second Paragraph - (add) Any otherwise qualified employee shall be entitled to a maximum of 10 days benefit hereunder in accordance with the terms of this section.

20) Article XXVIII - Death in the Immediate Family

a) First Paragraph - . . . not to exceed eight (8) hours per day

b) Second Paragraph - eliminate mother-in-law or father-in-law

c) Fourth Paragraph - qualify for this benefit the employee must have been in the Company's employ a minimum of six (6) months.

21) Article XXIX - Holidays

a) First Paragraph - . . . at least twenty-four (24) hours . . .

b) Fifth Paragraph - Should it become necessary to operate any or all departments on any of the aforementioned holidays, employees who must work on such holiday shall be entitled to holiday pay plus their regular pay for the time worked plus overtime pay at the rate of time and one-half for any time worked in excess eight (8) hours on such day.

c) Sixth Paragraph - eliminate

22) Article XXX - Vacations

a) First Paragraph - . . . prior to June 1 in any year . . .

b) Second Paragraph - 1 year - 5 work days
3 years - 2 weeks
5 years - 3 weeks
10 years - 4 weeks

c) Fourth Paragraph - Employees entitled to 3 weeks vacation or more may, at the Company's discretion and the employee's option, elect to receive their vacation pay in lieu of taking their vacation. This may be done with respect to the entire vacation or any part thereof provided the parties concur.

d) Sixth Paragraph - eliminate

e) Seventh Paragraph - . . . per week times the average rate per hour earned (exclusive of overtime) for the twenty-six (26) week period ending two (2) weeks prior to the vacation period.

f) Seventh Paragraph - eliminate difference between hourly and bonus function employees.

g) Eighth Paragraph - An employee discharged for cause shall forfeit any rights to vacation pay

h) Ninth Paragraph - (add) . . . at the Company's option

i) Thirteenth Paragraph - Where practicable, at the Company's discretion, the Company shall give . . .

j) Fifteenth Paragraph - without giving five (5) working days . . . The day of the notice of quitting shall not be counted.

23) Article XXXI - House of Work, Overtime, Lunch and Supper

a) First Paragraph - eliminate form "All times worked . . .

b) Second Paragraph - eliminate # (3) and # (5) and amend # (4) to read For any work performed on a Saturday

c) Third Paragraph - eliminate # (1) and # (2) and substitute as # (1) For all hours worked on Sunday

d) Fourth Paragraph - eliminate

24) Article XXXIV - Standard Functional Rates and Increases

a) Second Paragraph - . . . and at six (6) month intervals, the Company shall review and evaluate the employees ability and performance, for the purpose of determining if an increase is warranted. In the event the employee receives no increase for two consecutive reviews the Union may bring the matter to Arbitration. Should the Company prevail at the arbitration the employee may be discharged without further recourse.

b) Second Paragraph - No employee shall be entitled to more than one (1) increase in any six (6) month period. In the event the employee is entitled to more than one increase in any six (6) month period the employee will receive the higher increase. If the higher increase follows the lower increase he will receive the lower increase until qualified for the higher increase and when he qualifies for the higher increase will only receive an adjustment of the difference between the two increases. Such adjustment will not be considered an increase for the purposes of this paragraph.

c) Third Paragraph - eliminate

25) Schedule A

a) Hiring Rates

First 30 days	$1.80
After 30 days	$1.85
After 6 months	$2.00

d) With respect to your demands of February 1, 1974 we take the following initial positions:

1) The work week and work day, wherever same are referred to or uses as a measure shall remain forty (40) hours per week and eight (8) hours per day.

2) As indicated earlier we take no position on the pension until we have an opportunity to review the plan and the Trust Agreement.

3) As indicated earlier we would like to provide all insurance coverage. We await receipt of a description of your medical benefits and welfare fund so that we may proceed in a comparison study. Same was promised during the meeting of March 11, but has still not been received.

4) As respects "Year End Vacation" see Paragraph C (18) a) supra.

5) With respect to Holidays rather than increasing the number we would like you to seriously consider the elimination of at least one (1) holiday included in the old contract. If you agree it is thought that the most likely to be eliminate would be either Lincoln's Birthday or Columbus Day.

6) We cannot intelligently negotiate increases in wages until we know what the balance of the contract will cost.

7) We will stand by Paragraph C (22) supra as respects vacations.

e) The Company also desires the following additions and amendments:

1. Adoption of the Management Prerogative clause presented to you for review at the meeting of March 11, 1974.

2. Adoption of a productivity standard wherein the failure of any employee to meet such standard will be deemed

grounds for discharge. The Company will from time to time cause a study to be performed to establish and revise such standard and will allow the Union to review the report of the study for five (5) days before the implementation thereof. Should the Union take exception to the results of any such study to be performed. If after the Unions study the Union still takes exception to the Company's study the matter may, at the Unions option be referred to arbitration, as set forth herein, for determination.

3. Adoption of a quality standard. The Company shall establish a standard of quality which the employees must adhere to. Samples indicating the standard will be prominently displayed. The failure of an employee to attain and maintain the established standards of quality will be grounds for discharge.

4. Excessive absence is to be included as just cause for discharge. Excessive absence would be defined as a minimum of three non-consecutive absences in any 30 day period without supporting doctors notes. Any employee absent for more than one consecutive day must bring his Supervisor a doctor's note when reporting to return to work. Excessive absence however, without any defined time period may also be determined to be excessive.

5. Excessive Lateness is to be included as just cause for discharge. Excessive lateness would be defined as three latenesses in any ten day period and/or four latenesses in any fifteen period or 10 latenesses in any 50 day period.

6. Falsification of any data on the employment application shall be grounds for discharge regardless of when discovered by the Company.

7. The Company's failure to exercise its rights to discipline an employee or its decision to exercise discipline less harsh than the Company would be entitled to exercise hereunder shall not be deemed to constitute a precedent or a waiver of any of the Company's rights.

We await your response.

Very truly yours,

RJD:er

By: Robert Jay Dinerstein

GENERAL COUNSEL'S EXHIBIT NO. 6

State of New York)
SS:
County of Nassau)

John Danetra, being duly sworn deposes and says:

I am the Vice President of Folding Box Currugated Box and Display Workers, Local 381, United Paperworkers International Union. The Union's office is located at 170 Old Country Road, Mineola, New York.

Local 381 has represented the employees of Romo Paper Products Corp. for about the past twelve years. Local 381's most recent contract with Romo expired on August 31, 1972. A copy of this contract has been submitted to the Board and marked for the purposes of identification as Appendix A. The circumstances dealing with the expiration of this contract, as well as, prior and subsequent events are dealt with in the Board's Decision in Romo Paper Products, 208 NLRB No. 96. The Board issued its Decision and Order on or about January 25, 1974. This statement will deal with events occurring subsequent to the issuance of the Board's Decision and Order.

On February 1, 1974 I sent a registered letter to Romo Paper Products requesting bargaining and including a copy of the union's preposed contract demands. A copy of this letter as well as the registered mail return receipts has been submitted with this statement and marked Appendix B.

The demands included in the February 1, 1974 letter are not the same as our initial demands in prior contract negotiations which commenced on a date that I do not presently recall either immediately prior to or immediately subsequent to the expiration of the August 31, 1972 agreement with Romo. At this time I am not certain of precisely how the demands differed however our

prior demands are covered to some extent in a Decision and Order in the prior case reported at 208 NLRB No. 96 and in my statement and testimony in connection with the hearing in that case. I do recall that the major difference involved our wage demands initially in August 1972 Local 381 had requested a 50 cents per hour wage increase. In our demands and proposals dated February 1, 1974, after being on strike for almost a year and a half we increased our wage demands to $1.00 an hour. Our initial demands in August 1972 reflected Local 381's bargaining positions in all shops which it represented at that time. Our February 1, 1974 demands were changed to reflect our current benefits which had been achieved in other contracts which had been negotiated in the interim period and were designed to bring the Romo employees up to par to other employees represented by Local 381.

The picketing and strike by Local 381 against Romo Paper Products which commenced on or about September 5, 1972 continuing to the present time.

Local 381 received no response to its February 1, 1974 letter until March 1, 1974. During the period between February 1, and March 1, 1974 Local 381 made no other effort to contact Romo. On March 1, 1974 I received a telephone message at my office from Robert Dinerstein of the law firm of Gutterman and Pollack the law firm which represents Romo. The message was that Romo wanted to set up a meeting at there offices for the purpose of negotiations on the next Friday, March 8, 1974. I have submitted a copy of the telephone message I received and it is marked as Appendix C. After receiving this message from Dinerstein, I contacted Local 381's attorney Daniel Palmeri told him of the communication from Dinerstein and he responded that he would contact Dinerstein in order to schedule a meeting.

On March 4, 1974 I received a message from Mr. Palmeri stating that he had set a meeting with Romo for March 8, 1974 at 10:30 a.m. at Mr. Dinerstein's office a copy of this message which has been marked as Appendix D is submitted with this statement.

On March 5, 1974, I received a telephone call from Mr. Dinerstein at this time Dinerstein told me that he didn't realize that March 8, 1974 was a holiday and wanted to meet on March 11, 1974 in the evening instead. I told Dinerstein I would not meet at night at this stage of the negotiations and I suggested we start negotiations and see how they progress before scheduling night meetings. I told Dinerstein that I would meet in the morning, afternoon or late afternoon and was available on March 7, 12 or 13. Dinerstein replied that he was not available on any of those days. I then said I would meet on any of those days. Dinerstein responded that he had to be in court that week and the next week. I told Dinerstein as I couldn't reach a date with him I would have Local 381's attorney Mr. Palmeri telephone him. The above is all I recall taking place in this conversation.

Following my conversation with Dinerstein I contacted attorney Palmeri and advised him of my conversation with Dinerstein. I also asked Palmeri to arrange a meeting with Dinerstein. On March 6, 1974 I received a message from Mr. Palmeri stating that he had set up a meeting on March 11, 1974 at Romo's attorney's office at 3:00 p.m. for the purposes of contract negotiations.

On March 11, 1974 I went to the office of Romo's attorney with Mr. Palmeri and Mr. Mario Ingorda, a local 381 business agent. We arrived at or shortly before 3:00 p.m. We were kept waiting till 3:45 p.m. during this period Dinerstein came out and introduced himself and told us Mr. Roth president of Romo Paper Products would be late. At 3:45 p.m. the meeting begin in the

conference room. Present at this meeting for Local 381 were the individuals described above, myself Mr. Palmeri and Mr. Ingorda. Present on behalf of Romo Paper Products were Mr. Sam Roth the owner and president of Romo Paper Products and Mr. Dinerstein the attorney. At this meeting and throughout the other meetings to be described herein Mr. Dinerstein did all the talking on behalf of Romo. Mr. Roth said practically nothing throughout all the negotiating sessions to be described herein unless Mr. Roth is specifically referred to in this statement those comments attributed to representatives of Romo Paper Products during negotiations sessions will be those of Mr. Dinerstein.

At the March 11, 1974 negotiating session Dinerstein started off the meeting by saying that he wanted us to remove the picket line from Romo's premises. I responded saying that we would not remove the picket line. Mr. Palmeri added that we should see how far negotiations progressed and if the negotiations did progress we could then consider removing the picket line.

I believe Mr. Palmeri then said that Local 381 had sent a copy of their proposals to Romo and suggested that we go through Local 381's proposals at that time. We then began to go through Local 381's proposals. In a large part Local 381's February 1, 1974 proposal delt with shortening the work week from 40 hours per week to 35 hours per week. Before we began to discuss any of the specific proposals Mr. Dinerstein stated that the company can't have anything but a 40 hour week because of the competition in the industry and the competition in the industry was all on the 40 hour week. At that time I asked who Romo's competitors were so that we could compare their hours of work with that of Romo's employees, I also said that if Romo would advise us of who their competitors were then we

would organize their competitors, so that all of the competitors and Romo would be on an equal footing. Mr. Dinerstein said that he would not reveal the names of Romo's competitors.

Before discussing any of our specific proposals Mr. Dinerstein said that he could not discuss our proposals because he did not have a copy of our old contract with Romo. At that time I gave Mr. Dinerstein a copy of the old contract marked as Appendix A which he sent out to be copied. We then began to go through Local 381's proposals as contained in the letter of February 1, 1974.

I do not recall the exact words used by Mr. Dinerstein in response to each of Local 381's specific proposals, however, in substance Dinerstein's responses were as follows:

Paragraph 2 and 3 of our porposal dated February 1, 1974 deal with pension and insurance coverage. Under the old contract with Romo, Romo's contribution to the employee's pension and insurance funds were $6.00 per week for each fund per employee. $6.00 per week per employee was the contribution that Romo was making at the time of the expiration of the agreement. Our demand of February 1, 1974 requested a two step pension fund increase first to $10.00 and then to $12.00 and an increase to $10.00 in insurance contributions. Dinerstein responded in substance that he thought Romo could self insure with their own insurance carrier for insurance coverage and he gave no definite answer with respect to pension but said he would like to study providing pension coverage himself. I responded that Local 381 would be agreeable to self insurance by Romo but that we would insist that Romo provided the same coverage and service as the union did. Dinerstein said in substance that he did not have enough information or material to discuss self insurance at this time. Dinerstein also said that this was done in many places where he represented the employer and that he was a consultant on pension funds and insurance coverage however, he had not had the time to study our plans.

Paragraph 4 of our proposal dated February 1, 1974 deals with the year end vacation. Under the old contract an employee was required to be in the employ of the company for 365 days to be eligible for a year end vacation our new demand reduced this requirement to 90 days of employment. As I recall Dinersteins' response he said the company would not reduce the eligibility period from 365 days. Dinerstein also advised that the company had been giving the year end vacation between the Jewish holidays rather than at the time specified in the contract and asked if the contract language could be changed to provide that the year end vacation be taken at that time. I told Dinerstein that I was not aware of the company's practice but would work along with them concerning religious matters provided that the amount of year end vacation remain the same.

Paragraph 5, 6, 8, and 9 of our proposal dated February 1, 1974 all deal with the reduction in the work week and associated benefits geared to a 35 hour week or seven hour day. Dinerstein as described above stated initially that he opposed any change in the work week saying that Romo's competition was still at a 40 hour week, as described above he refused to devulge the names of his competitors. With respect to the discussion and specifically paragraph 9 of our proposal dealing with the seven hour work day and overtime Dinerstein advised that the company had always closed early on Fridays because of religious reasons and that although the old contract provided for an 8 hour day and 40 hour week the employees had in practice worked in excess of 8 hours a day because of the early Friday closing. I told Dinerstein that we would be agreeable to negotiate on this matter as well as on any other specific matters relating to religious closings.

Paragraph 7 of our proposal dated February 1, 1974 dealt with changes in vacation time. Dinerstein stated that he wouldn't

discuss vacation increases because he was unable to review the old contract.

Paragraph 10 of our proposal dated February 1, 1974 dealt with wages. Dinerstein refused to discuss wage increases at all during this negotiating session saying that he wanted to get everything else out of the way before discussing wages. This position concerning wages continued throughout the negotiating sessions to be described herein.

At this point in the negotiating session we had concluded going through each of the union's proposals in its letter of February 1, 1974. As we concluded I told Dinerstein that the union had come to negotiate and as far as I was concerned he refused each of our demands but did not negotiate or make any counter proposals. Dinerstein responded that he had not had a copy of our prior contract to go over and could not give us any answers or make any proposal at that time. At the conclusion of the meeting I asked Mr. Dinerstein when we would meet again he responded that he had to review the old contract and would get back to us.

Throughout this meeting Mr. Palmeri did engage in discussion with Dinerstein while I do not recall Mr. Palmeri's specific words it was basically and in substance the same as my discussion. Mr. Ingorda did not say anything to Dinerstein at this meeting, as I recall.

I also recall that early in the negotiating session on March 11, 1974 Mr. Dinerstein handed me a copy of what is basically a Management Rights Clause I have submitted a copy of that clause with this statement and it is marked for identification as Appendix E. Dinerstein stated that this was the type of clause he wanted in the contract my response was that we would review the clause.

The above is all I presently recall as taking place at the negotiating session held on March 11, 1974.

Following the March 11, 1974 negotiating session I was not contacted directly by Mr. Dinerstein for the purpose of scheduling another negotiating session, however, during this period between March 11, 1974 and March 20, 1974 I was in contact with Union attorney, Mr. Palmeri, who during that period advised me that he had received no communication from Mr. Dinerstein concerning the scheduling of further negotiated sessions. On March 20, 1974 Mr. Palmeri wrote to Mr. Dinerstein requesting further negotiating sessions. I received a copy of this letter which is submitted with this statement and marked for identification as Appendix F.

On or about March 27, 1974 I was advised by Mr. Palmeri that a meeting with Dinerstein for the purposes of negotiations had been set for 2:30 p.m. on April 1, 1974 at Mr. Palmeri's office. At that time Mr. Palmeri advised me that there had been difficulty in setting the meeting and that there had been numerous conversations between Dinerstein's secretary and Palmeri's secretary concerning time and place and finally Mr. Palmeri spoke to Mr. Dinerstein directly and set the time and place for the meeting.

On April 1, 1974 Mario Ingordo, myself and Mr. Palmeri were present at Mr. Palmeri's office at 2:30 p.m. Mr. Roth the president of Romo arrived on time or close to the time set for the meeting, however Mr. Dinerstein did not arrive until 3:30 p.m. at which time the meeting began. At the beginning of the meeting Mr. Dinerstein handed us a letter which was unsigned and dated April 1, 1974. This letter contained Romo's demands and proposals. A copy of this letter is submitted with this statement and marked as Appendix G for identification. At the beginning April 1, 1974 meeting Mr. Dinerstein stated that he would have to leave in about an hour. Mr. Palmeri and I then proceded to

glance through the 10 page letter which is marked Appendix G. This letter containing Romo's demands and proposals makes substantial changes in the old agreement, initially I recall that several specific items caught my attention: the wage demand contained on page 8 of the letter which reduced the hiring rate from $2.50 per hour under the old contract to $1.80 per hour; and the elimination of the union security clause and several other clauses which I do not specifically recall at this time. At that point I stated that this was not negotiating that it wasn't fair presenting us a 10 page letter and then stating that they wanted to leave and I said I didn't think we should waste our time. This was said in front of Mr. Roth and Mr. Dinerstein. Palmeri and I and Ingorda then went into a separate room and spoke alone during this period Palmeri and I decided that we would offer to stay as long as it took and go through each of Romo's proposals and demands line by line. Palmeri and I then returned to the room and Palmeri said that we had both called our wives, and that we were prepared and ready to go through their proposals line by line and stay as long as necessary to do it.

Dinerstein responded by saying that he told us he had to leave early but he said he would stay for a little while to go over it at that point Mr. Roth said that he had to make a telephone call after making his telephone call Roth said he had an appointment and had to leave. I protested saying again that we weren't negotiating that they gave us a proposal and then wanted to run out without discussing it and that they never discussed our proposal which we had mailed to them on February 1, 1974. Palmeri then said that if they left he would send a telegram to the National Labor Relations Board advising the Board of the companys refusal to bargain. Dinerstein responded by saying that they were negotiating. We then preceded to go through the company's proposal and demands as contained in the letter described above.

The company's proposals as contained in the April 1, 1974 letter refer to and follow the paragraphs of our prior contract which expired on August 31, 1972. We discussed their various proposals as geared to the prior contract paragraph by paragraph and I will attempt to describe the discussion in that manner. Concerning the companys first proposal which dealt with Article 2 the Recognition Clause of our prior contract. The companys proposals substantially changed the Recognition Clause as it existed in our prior contract. I told Dinerstein that I would not be agreeable to this provision that according to the way it was written he could shut down the Long Island City Plant and open a new plant and not be covered by our contract. I also stated that if the company updated its equipment, according to its proposal, then the new jobs created would not be covered by any contract that we entered into. Dinerstein responded that that was right. The only specific comments Dinerstein made, that I recall, were that the contract clause was fair and necessary in order for Romo to stay competitive.

Concerning the companys proposal with reference to Article 3 of our prior agreement dealing with union membership. I stated that I was not agreeable to their proposal calling for a 7 day provision for notification for new hires, nor was I agreeable to changing of notification for new hires as provided for in prior contracts. Under our prior contract either a representative of management or our shop steward would give a new employee our standard application for membership card and check off card and then forward it to the union when signed at the time of hire. Dinerstein stated that the 48 hour requirement as provided for in our prior contract involved too much bookkeeping.

Paragraph B of Romo's second proposal proposed the elimination of the union security provision from our contract in connection with this paragraph I stated that I would not be agreeable

to this. Dinerstein made no statement as to why this proposal was included in its demands or why this proposal was necessary to the company. Concerning Paragraph C of the company's second demand dealing with Article 3 of the prior contract, union membership I said that I would only be agreeable to a provision which provided that the company's proposal would only be effective in an emergency. Dinerstein made no comment or concession on this point at this time.

Concerning Paragraph B of the company's second demand dealing with Article 3, union membership, of our prior contract the company proposed changing the trial period from 30 days to 120 days. I stated that I was opposed to this change. Dinerstein said that this change was necessary in order for the company to properly evaluate an employee. I responded that I thought 30 days was sufficient since most of the labor was general help and that one could tell if they were good or bad within two days. The company's third demand dealt the Article 4 of the prior contract work preservation. The company's proposal entirely contradicted the previous contract language. In the discussion concerning this demand I stated that I opposed this clause. Dinerstein replied that the company did sub-contract some work prior to the strike. I stated that I would not oppose a clause which permitted sub-contracting to the extent that the company had done so under prior contracts however I was opposed to the clause as it existed in there demands dated April 1, 1974 and that I was opposed to any new subcontracting by the company that had not existed under the prior agreements.

Concerning the Company's fourth proposal which has reference to Article V of the prior contract dealing with Reporting Information. The prior agreement provided that the company shall upon request by the Union send to the union periodically a list of

its employees covered by the agreement showing their name and address, social security number date of hiring job classification and rate of job. The Company's proposal provided that the union should only be entitled to such data twice during any calendar year and at least a three month interval must elapse before each such request. During the discussion on this item I stated that in the past the union had only requested this information before our contract would reopen every three years and perhaps one other time during the three year period for a wage study or whenever there was a arbitration proceeding. I also said that there were only eighteen to twenty employees and that I did not see why the union should be limited in its access to this information. I don't recall Dinerstein making any comments or engaging in any discussion on this point.

Concerning the employers fifth proposal which had reference to Article 6 of the prior contract Length Of Service. In the first paragraph of this section in the prior contract it was provided that seniority shall consist of total time worked from the company deducting any interval of unemployment which is in excess of ninety days in any one layoff as a result of layoff or sickness. Paragraph A of the company's proposal provided that no credit towards seniority would be allowed for any period of unemployment regardless of the reasons for such unemployment. I objected to this provision suggesting that it would conflict with Workmen's Compensation rights. Dinerstein agreed to eliminate this proposal and that the prior contractual language in the first paragraph would remain. Paragraph B of the employer's demands dealt with the second paragraph of this article of the contract and provided that seniority shall prevail where practicable subject to the service and ability of the employees and that the employer should have the sole discretion as to what is practical. I opposed this change in our

contract language and specifically the use of the words where practicable and the sentence that the employer should determine what is practicable in its sole discretion. Mr. Dinerstein agreed to strike the last sentence dealing with the employer making a determination in its sole discretion as to what was practicable. However no agreement was reached concerning their demand that seniority prevail only where practicable. I don't recall the exact position that Dinerstein took on this, however, he made no concession as to eliminating the description where practicable from his demand.

Concerning paragraph C of the Company's demand which dealt with the fourth paragraph of this article of our prior contract the employer proposed to eliminate the rights given to an employee who failed to report to work within 48 hours after notice when in a layoff situation. I objected to the elimination of the employees rights as provided for in the prior contract. I don't recall the specific conversation or discussion involved on this point, however, I do recall that Dinerstein made no concession and we refused to accept his proposals.

Concerning paragraph D of the employer's demand dealing with this article the employer proposed to eliminate the fifth paragraph of the article completely. In discussing this proposal I asked why this paragraph was being eliminated from the contract and Dinerstein said he would have to reread it and get back to us at a later date because he himself was not sure. There was no further discussion on this point.

Concerning the employer's sixth demand dealing with article 8 Business Slack of the prior contract. Under the prior contract it provided that if business became slow and a layoff is necessary the work would be divided among the employees in the same job classification who had been working for the company for at least

a year prior to the layoff and if a layoff was necessary in excess of 30 days then a permanent layoff shall be made based upon seniority. The clause also provided that three days working notice be given prior to the layoff if the employee has had more than one year of service. Under the company's proposal as contained in its April 1, 1974 letter it was provided that the available work would only be shared where, in the company's sole discretion to do so would be practicable. Further, the notice provision was reduced to twelve hours from three days and the employment provision for such notice was increased from one year to two years. In a discussion that insued concerning this proposal I opposed the change in the existing contract however I do not recall the precise words I used. I do not recall Mr. Dinerstein making any comment concerning this provision. No agreement was reached on the company's proposal.

Concerning the company's seventh demand dealing with article 8 of the contract, Temporary Transfer, the prior agreement provided in part that employees transferred to a lower paying job would be paid at the lower rate of pay, however, the contract also provided that the employee should have the option in the event he is to be transferred to a lower paying job to either accept or refuse a lower rated job and by doing so would not lose any rights in his regular department. The contract also provided that if the transfer to the lower paying job is at the Company's request then the employees should retain his higher rate of pay. The Company's proposals contained in its April 1, 1974 letter provided that the employee would remain at a lower rate of pay if he was transferred into a lower paying job and the company had the sole discretion to transfer such employee without giving the employee the option. In our discussion concerning this proposal I opposed the proposal as it eliminated protection to employees transferred to lower paying

jobs by the Company. As I recall the negotiations Mr. Dinerstein made no comment on this point. No agreement was reached on this proposal.

Concerning the 8th demand in the Company's proposal dated April 1, 1974 which dealt with Article 9 of the prior contract, New Jobs and Vacancies. Under the prior contract this clause provided in substance that the employer was required to fill vacancies from within based primarily upon seniority under the Company's proposals the Employer was not obligated to fill vacancies from within but would only agree to make an attempt to do this but would not be bound to do so. The Company's proposals also provided that this paragraph of the contract would in no way waive the Employer's right to hire new employees to fill the vacancy or the new job. In our discussion concerning this paragraph I opposed the change in the existing contract language as the Company's proposal eliminated promotions from within and promotions based upon seniority. I asked Dinerstein if the Company's proposal as contained in its April 1, 1974 letter was intended to eliminate the entire paragraph in the prior contract dealing with new jobs or vancies. Dinerstein said that certain things could remain as they were contained in the prior paragraph, however, I do not recall specifically what Dinerstein said could remain. In substance Dinerstein was eliminating promotions from within based upon seniority and I was opposed to it.

During the course of the April 1, 1974 meeting, I don't recall at exactly which point in the meeting, I asked Mr. Dinerstein why the employer had raised all of these proposals changing contract language that had existed in our prior contracts over a period of years and which had not been brought up at the prior negotiations prior to the strike. Mr. Dinerstein responded that we were starting negotiations anew, and he also said that he was

an expert in ripping contracts apart. At this meeting the union also submitted our pension and insurance plan booklets to Mr. Dinerstein. These booklets had been requested by him at our first negotiating session. This meeting ended at 5 p.m. prior to the end of the meeting we scheduled another meeting for the purposes of negotiations for April 4, 1974 at 9:30 a.m. to take place at Mr. Dinerstein's office.

On April 4, 1974 Mr. Palmeri and I arrived at Mr. Dinerstein's promptly for the 9:30 a.m. meeting. The meeting did not start until 10:15 a.m. when Mr. Dinerstein arrived at his office.

At this meeting we continued to discuss the proposals submitted by the Employer in its April 1, 1974 letter. Present at this meeting were Mr. Dinerstein, Mr. Roth, Mr. Palmeri and myself.

Concerning the company's 9th demand as contained in its April 1, 1974 letter dealing with Article 10 of the prior contract Operating Control. The Company had, as described above, handed us at the March 11, 1974 negotiating session a management rights clause which it proposed. Its letter refers to this management rights clause which it demanded be substituted for the prior contract language. I do not recall either the precise discussion or the substance of our discussion involving this proposal by the company. I do recall that we reached agreement on paragraph C of the old contract language and agreed that it would remain, however, concerning paragraphs A, B, D, and E of the old contract language these items were left open and we did not discuss the company's proposal which was given to the Union on March 11, 1974 at the negotiating sessions as described above.

Concerning the Employer's 10th demand contained in its letter dated April 1, 1974 dealing with Article 11 of the contract Direction Of Employees. The Employer proposed in its letter to entirely eliminate this section from any contract reached. In

substance this contractual provision as contained in prior contracts provided that an employee would only be responsible to the foreman of his department and the employee shall not be compelled to take orders from any other person on the executive staff without the approval of his foreman or the plant supervisor. In our discussion concerning the company's proposal, I opposed the elimination of this clause arguing that if the clause was eliminated the employees would be unprotected and would be subject to taking orders from anyone. Mr. Dinerstein argued that Mr. Roth wanted to run his company the way he wanted and anyone he designated could direct an employee. We reached no agreement concerning the company's proposal and I recall no further discussion on this point.

Concerning the Employer's 11th demand as contained in its letter of April 1, 1974 dealing with Article 12 of the prior contract Operations of Machines. Under the prior contract it was provided in this clause that in skilled job classifications having journeymen no machine shall be operated without a journeymen present except in the emergency absence of the journeymen. In the April 1, 1974 demand and as I gather from Mr. Dinerstein's discussion of this point, it was the company's intention to add the sentence which existed in its letter to the already existing contract language. The sentence which Mr. Dinerstein proposed to add stated in substance that it would be in management's sole discretion as to whether an emergency existed. During our discussion on this point, Mr. Dinerstein said that this sentence would be added to the existing language. I pointed various situations which would present a problem if the company in its sole discretion determined an emergency. We reached no agreement but this paragraph was left open for further discussion.

Concerning the Company's 12th demand as contained in its letter dated April 1, 1974 dealing with Article 13 of the prior contract Severance Pay. The prior contract provided that regular employees would be entitled to severance pay if they were permanently separated by the company due to the sale or liquidation of its business, insolvency or bankruptcy, technological change or geographical move outside a reasonable commuting distance. The Employer in its proposal as contained in its April 1, 1974 letter eliminates sales or liquidation of business as a grounds for severance pay. The Employer also proposed that employees only be entitled to severance pay in case of a geographical move in excess of 75 miles rather than a geographical move outside of reasonable commuting distance. In addition the Employer proposed certain limitations upon bankruptcy as a ground for collecting severance pay proposing that it would be understood that bankruptcy does not include the filing for corporate reorganization or for an arrangement under chapters 10 or 11 of the bankruptcy act. In our discussion concerning this paragraph, I objected to the classification of the geographical move in excess of 75 miles and a 30 mile limit was agreed upon. I also objected to elimination of corporate reorganization or arrangements under chapters 10 or 11 of the bankruptcy act from the definition of bankruptcy as it could be used to adversely affect the employees. Mr. Dinerstein insisted on the inclusion of this limitation to bankruptcy and no agreement was reached on that point. There was no discussion as I recall concerning the elimination of sale or liquidation of business as a ground for collecting severance pay and I do not recall if I questioned Mr. Dinerstein as to whether the elimination of those grounds in his proposal was intentional.

In paragraph B of the Company's 12th demand as contained in its April 1, 1974 letter, it proposed to change the severance

payment schedule. The company's proposed elimination would take away benefits from the employees that had existed under the prior contracts. The company proposed the following: 5 years and over 2 weeks; 10 years and over 3 weeks; 20 years and over 4 weeks. I do not recall any discussion which took place on this change in schedule as proposed by the company, except that I recall rejecting the proposal and demanding the old schedule. I also recall that Mr. Dinerstein stood by the company's proposal.

As to paragraph C of the Company's 12th demand. The Employer proposed changing the waiting period for severance pay from 30 days, as it existed under the prior contract, to 90 days. I opposed this change saying that it was not fair for a laid off employee who wasn't working to wait 90 days for his money. I do not recall what Mr. Dinerstein said concerning this point, however, I recall that he stood by his position taken in the April 1, 1974 letter and no agreement was reached.

In paragraph D of the Employer's 12th demand. The Employer proposed that severance pay be based upon a 40 hour week, as stated above the Union had proposed in its proposal that the work week be changed to 35 hours. As I recall it, there was no discussion at this point on Romo's proposal for the weeks severance pay to be computed on a 40 hour basis as we had already discussed this at the first negotiation session and reached no agreement upon the 35 hour week.

In paragraph D of its 12th demand. The Employer had also proposed to eliminate paragraph 5 of the prior contract which in substance said that an employee who had been separated shall have right to elect not to receive severance pay thereby retaining his seniority rights and other privileges to which he may be entitled. I recall no discussion at the negotiation session concerning this proposal.

Concerning the Employer's demand number 13 as contained in its April 1, 1974 letter dealing with Article 14 of the contract, Adjustment of Grievances. The only discussion that I can recall taking place with reference to this proposal concerns the Employer's proposal to substitute the American Arbitration Association to designate the arbitrator and thereby eliminating the contract arbitrator as had previously existed in the contract. In our discussion concerning this proposal Mr. Dinerstein said that he didn't want an individual arbitrator because he didn't like them I argued that the Arbitration Association was too slow, the only other discussion that I recall involved Mr. Dinerstein's suggesting a new contract Arbitrator however I do not recall him mentioning any specific names and no agreement was reached upon this or any other point in his proposal concerning this clause. I recall no other discussion concerning this proposal.

The Employer's demand number fourteen as contained in its April 1, 1974 letter dealt with Article fifteen of the prior contract Pensions its demand number fifteen dealt with Article sixteen of the prior contract Insurance. Concerning both of these proposals no negotiation took place on these points at this negotiating session. Dinerstein said at this time that he would study the booklets we had given him and would prepare his own plans but no discussion took place as to the nature of the plans he intended to propose.

The Employer's seventeenth demand contained in the letter of April 1, 1974 dealt with Article 19 of the prior contract Failure To Make Payment. The provision as it exists in our prior contract refers to pension, insurance payments as well as dues. In our discussion concerning this paragraph I objected to the clause as proposed by management both as to the mailing requirement and to the arbitration requirement. Concerning the arbitration requirement I argued it would take the Arbitration Association five months

to make a decision and in the interim the Union could do nothing about it. I recall no further discussion on this point but no agreement was reached.

The Employer seventeenth demand as contained in its April 1, 1974 letter deals with Article 20 of the prior contract Leave of Absence the Employer proposed to add to the provision as it existed a paragraph stating in substance that leaves of absences shall be in its sole discretion of the Company. In the discussion which ensued concerning this demand Mr. Dinerstein said that he wanted to make a leave of absence subject to the sole discretion of the Company eliminating that provision which would provide that a Employer should be granted a leave of absence for a reasonable cause. I opposed this change stating it would eliminate union representation on the matter of leave of absence. I recall no further discussion on this point and no agreement was reached.

The Employer's eighteenth demand as contained in its April 1, 1974 letter dealt with Article 26 of the prior contract payment for time off. Paragraph A dealt specifically with the year end vacation in substance the Employer's demand concerning the year end vacation eliminated the previously mandatory vacation as provided for in the prior contract and made this vacation to depend on the sole discretion of the Employer. Further the Company's proposal increased the eligibility period for vacation from one year to eighteen months and changed the time of the vacation. The only discussion which I recall taking place on this point was my asking Mr. Dinerstein if he meant what he said in his letter. Mr. Dinerstein responded that he did. I said that I would be agreeable to changing the time of the year end vacation, however, I opposed the other changes that the Company had demanded. I do not recall Mr. Dinerstein's reply to my statement; however, no agreement was reached.

Paragraph D of the Company's proposal under this Article proposed to reduce the reporting time pay from four hours to two hours. I rejected the Company's proposal maintaining that the reporting time pay should stay the same, at four hours. Dinerstein then proposed three hours reporting time pay, and I again rejected this maintaining that the pay should remain at four hours as under the prior contract. Some discussions took place concerning proposal C and D in the Employer's letter of April 1, 1974 concerning induction pay and time off with pay. I do not recall the discussion which took place. I do recall that no agreement was reached on either point. Paragraph 19 of the Company's proposal dated April 1, 1974 deals with Article 27 of the contract jury service. No discussion took place on paragraph A of the Employer's demands dealing with pay based on an eight hour day, as stated above, initially in the first negotiation session there was some discussion concerning our proposal to change the work week to seven hours but no specific discussion took place on this point at this time. Concerning jury duty the Employer had also proposed to limit payment to a specified number of days. Under the old clause, contained in our prior contract, there was no miximum [sic] amount of time which an Employer would be paid. I recall that discussion did take place on this point and I argued against a ten day provision arguing that if an employee was on a long jury he would not be protected whatsoever. I do not recall Mr. Dinerstein's response; however, I do recall that no agreement was reached on this point.

Concerning paragraph 20 of the employer's proposal with respect to Article 28 of the contract dealing with death in the immediate family, the Company proposed to maintain benefits at the rate of 8 hours per day as opposed to our proposal throughout the contract changing the working day to 7 hours. There was no

discussion at any length on this point at this time and no agreement was reached concerning either a 7 hour or 8 hour day. The Company also proposed to eliminate benefits upon the death of a mother-in-law and father-in-law. We took the position that we are opposed to this change, and there was some by-play back and forth concerning how our immediate families would feel upon the death of a mother-in-law or father-in-law being excluded from the contract. There was no agreement reached on whether to eliminate that. We opposed it at that time and the Company maintained that they wanted to eliminate mothers-in-law and fathers-in-law. Our old contract provided a one year waiting period in order to qualify for this benefit. In the Company's proposal they proposed a 6 month waiting period. We pointed out to them that the contract already provided for a one year benefit and Mr. Dinerstein said that he had made an error and that the waiting period of six months referred to the provisions in the contract dealing with some other part of their proposal. As I recall, at that time Mr. Dinerstein did not know where the six month eligibility period belonged. I recall no further discussion concerning that program.

Concerning the Company's proposal 21 dealing with Article 29 of the contract. The Union had originally proposed that the holiday pay be based upon a 7 hour work day, which would be in accord with the rest of our proposal dealing with a 35 hour week. We had also proposed three additional holidays which are contained in our proposal of February 1st, 1974. The Company's response to our proposal involved three aspects, the first being that an employee must work 24 hours in the week preceding the holiday in order to be entitled to holiday pay. Under the old contract the employee was required to work only 16 hours in the week preceding the holiday. Although not included in the Company's written

proposal at this point, Mr. Dinerstein stated that the six month trial period which was referred to under his written proposal under the caption "Death in the Immediate Family" actually belonged in this proposal, and that an employee would have to be employed for a minimum of six months in order to be entitled to holiday pay. Under the old contract an employee was only required to be employed for 30 days in order to qualify for holiday pay. The Company also proposed a change in the rate of pay which an employee would receive in a situation where he would be required to work on a holiday. Under the old contract an employee who was required to work during a holiday would receive his holiday pay, plus overtime calculated at the rate of twice his regular pay for the first 8 hours he worked, and triple time for any time worked in addition to 8 hours. The employer proposed to reduce this so that the employee would receive regular pay for the first 8 hours and time and one half for any time in addition to 8 hours. The Company also proposed to eliminate the last paragraph dealing with holidays which protected the employee in the contingency that no work would be made available by the employer during the week in which the holiday fell. The Company's proposal eliminated this protection entirely.

Dealing with the first part, there was some discussion that there may not be enough time in a week because of the early closing or the complete closing due to religious reasons, on Friday, as we had discussed before, for the people to get in enough time to be eligible for a holiday. There was no answer from the Company other than "This is what we propose." In the second part we said that these were just backward steps, that the people would actually be working for less money than they would have under the old contract. I do not remember any reply by the Company. In the third part we pointed out that if the Company decided to just close up for that

week the people would be deprived of a holiday which they actually were earning. There was no movement on either side, and we just went on to the next article.

I recall that during the negotiations there was discussion concerning our proposal to add three additional holidays. The Company took the position that they wanted to eliminate one of the holidays that existed in the old contract. The Union took the posotion that it was opposed to backtracking in any respect and that during previous negotiations the Company had conceded an additional holiday. I do not recall if this discussion took place at this point in time or at a later point in time, and I recall no other discussions concerning the holiday proposals.

In the Union's proposal of February 1st, the vacations schedule and language had extensive changes. In our proposals we wanted the people to be paid for all hours worked, including overtime, and in addition to this the Company would have to pay the man his vacation pay by calculating how much he actually earned the previous year. Thus, if a man took too much time off or only worked part of the year due to lay-off or sickness, he would not be eligible for as much vacation as the contract would offer. But then again, if he had worked overtime he would get more on his vacation pay. Getting into the first paragraph of the Company's proposal, they wanted to change September 30th to June 1st vacation time. I believe I left it open -- I could not comprehend why they wanted to change it. I did not have any objection at the time, I just wanted to leave it open at the time. The Company would have to explain why they wanted to change.

Dealing with the second paragraph setting forth the amount of vacation an employee was entitled I again told them it was a backward step, that we had more vacation under our old contract than they are offering now. The Company just remained very adamant

that this was their proposal. There was no other discussion that I can recall at that time. In their third paragraph the Company wanted the people to work for their whole vacation if it was necessary. In our previous contract we had that they could only work part of it and the Union agreed that the people could work their whole vacation if they wanted to.

I brought up that in our vacation proposal which was submitted by the Union, all of this paragraph would be covered and the Company could benefit unless the people worked a lot of overtime, and if they were to read our vacation proposal they would find this out. Mr. Dinerstein said that he had not gone into our proposal as yet and I cannot recall anything else that was said at this time.

8th paragraph. The old contract called for any man who was discharged, no matter what the cause, should be paid vacation pay pro rated, and the Company in their proposal wanted to eliminate vacation pay for the man who is discharged for just cause. It is the Union's contention that a man has earned his vacation no matter why he is fired, up until the time he is fired. Mr. Dinerstein pointed out that if a man is fired for just cause he will not be entitled to any vacation because he is being fired. He wanted to take all monies away from him. No agreement was reached.

9th paragraph. The old contract stated that the Company had the option if a holiday fell on the man's vacation period, of giving the man a day off with pay, or having the man work and receiving an extra day's pay. I asked Mr. Dinerstein if he understood that this was what the Union's contract had said. He said yes, but they wanted the Company to have the option on whether they paid the man at all if the holiday fell on his vacation period. The Union took the position that a man has already earned that holiday and he should be paid an extra day's pay for it either way.

The old contract said the Company should give at least 30 day's notice of the employee's vacation schedule except in circumstances beyond the Company's control. In their new proposal the Company wants complete discretion in posting the vacation schedule or giving people notice. I pointed out that people have their own lives to consider. They may have children in school and had summer plans to make, and should be awarded the consideration of knowing when their vacation would be. There was no further response by the Company, and they made no concession.

Paragraph 15. The old Union contract states that three working days' notice shall be given in order to be eligible for vacation pay and if a man is going to quit, and that if notice was given by noon that same day would be counted as a notification day. The Company's proposal wanted to give 5 working days before a man would be eligible, and not give them the noon time to be counted as a first day. Again the Union pointed out that three days notice is sufficient time to receive monies that are really earned up to that date because the vacation schedule does call for pro rated time when a man is quitting. Again, the Company's position did not change and nothing else was said. I recall no other discussion at this meeting concerning vacation proposals.

Paragraph 23 of the Company's proposal. The modifications proposed by the Company in the old contract are self-explanatory and represented a step backward from the benefits employees previously received. I pointed out to Mr. Dinerstein that we would not be agreeable to any step backward and his only response was that this was the Company's proposal.

As to the 4th paragraph which he proposed to eliminate, I said that I thought it was against the law to keep an employee for more than 4 1/2 hours without allowing him a reasonable time for

lunch. Again, Mr. Dinerstein said that his was the Company's proposal. I do not recall any further discussion on these matters.

No. 24, Article 34. When we reached this article some mention was made again as to hiring rates under the old contract being way more than they proposed in their new one. We pointed out that this paragraph did not really belong in this contract because we did not have any job classifications, and after some discussion we agreed that job classifications would be put in. I was not too sure of exactly what machines they had in the plant and Mr. Dinerstein was not sure either of what the meaning of the machines would be. Mr. Dinerstein said that we should get together on job classifications on some future meeting.

We left job classifications for future discussion, and would get together with Mr. Dinerstein at our next meeting.

There was some discussion about their proposed hiring rights being less than the minimum wage, and this too was left up in the air. We did not discuss it in any great detail because we had no idea of where they were going money-wise, and I told Mr. Dinerstein that. The rest of the meeting, as I can recall, was just a discussion that the Company had not as yet given us any money or cents per hour offer. The Company's contention was that there were so many items open that they had no idea what their costs would be, and they could not give us a dollar and cents figure. Upon our urging for some kind of money offer, Mr. Dinerstein said, "Alright, I will give you ten cents per hour. We asked if he meant ten cents per hour for wages, just to make it clear, and he said "No, just ten cents per hour for all items as a package." There was some talk of a bonus system, which appears on their page 9, and adoption of a productivity system, and there was some discussion on this. I remember offering to have an independent study

made for a bonus system that could be installed in the plant, and that the Union and the Company would pay jointly for the study.

Before we adjourned, there was also some discussion in reference to absences, lateness and quality of work by the employees, at which time the Union pointed out there were work rules in effect in other plants under contract to us and they could be incorporated into any agreement which would be reached without any difficulty. To the best of my recollection, I cannot remember any other discussion which took place at this meeting.

At the conclusion of the meeting, we did discuss the scheduling of further negotiating sessions. However, the Company stated that due to the forthcoming Jewish holidays they were unable to schedule further meetings at this time, but they would be in touch with us to do so in the future.

On April 5, 1974, Local 381's attorneys wrote a letter to Mr. Dinerstein, with a copy of the Union and the N. L. R. B. I have submitted a copy of this letter, marked Appendix H, in conjunction with this statement. In substance, this letter offered to enter into binding arbitration under the auspices of the American Arbitration Association in order to bring the contract negotiations to conclusion. This letter also offered to remove the picketing of Romo's plant upon the commencement of the Arbitration hearing.

On or about April 15, 1974, I received from our attorney, Daniel Palmieri, Esq., a letter signed by Mr. Dinerstein, dated April 10, 1974. This letter sets forth a summary of the April 1, and April 4 negotiating sessions from the Company's point of view. I submit this letter to show the Company's position. In this letter no mention or response was made to Mr. Palmieri's letter of April 5. However, I do not concur in the statements made herein, and have given the Union's position to the best of my recollection.

According to our discussion at the April 4th meeting the Union did not expect to hear from Mr. Dinerstein until after the week of April 8 through 12 in order to schedule another meeting. In the letter of April 10, 1974 Mr. Dinerstein reiterates that he will be in touch with us after the holidays to arrange the next negotiating session.

On or about April 16, 1974 I received a copy of a letter addressed to him from Mr. Dinerstein. This letter was in response to Mr. Dinerstein's April 10th letter. I have been advised by Mr. Palmeri that this letter was not sent by certified mail. This letter is marked as Appendix I.

On or about April 17, 1974 I received from Mr. Palmieri a copy of a letter addressed to him from Mr. Dinerstein. This letter was in response to Mr. Palmieri's letter of April 5, 1974, and is marked as Appendix J.

During the period between April 4, 1974 and April 29, 1974, neither Mr. Palmieri nor myself received any communication from Mr. Dinerstein concerning scheduling of another negotiating session. On or about April 30, 1974 I received a copy of a letter dated April 29, 1974 addressed to Mr. Dinerstein from Mr. Palmieri in which Mr. Palmieri requested Mr. Dinerstein to communicate with him respecting future negotiating dates. I have been informed by Mr. Palmieri that this letter was sent by certified mail. This letter is marked as Appendix K.

On or about May 1, 1974 I received from Mr. Palmieri a copy of a letter dated April 30, 1974 from Mr. Dinerstein. In this letter Mr. Dinerstein proposed that the next negotiating session will be held on Thursday, May 9, 1974 at Mr. Palmieri's office, beginning at 1:00 p. m. A copy of this letter is submitted as Appendix L.

On or about May 2, 1974 I received a copy of a letter addressed to Mr. Dinerstein from Mr. Palmieri confirming the May 9, 1974 date on the terms requested by Mr. Dinerstein. This letter is submitted as Appendix M.

A meeting was called for 1:00 p.m. on May 9, 1974. It started at 1:35 p.m. Sam Roth was late. When we went into the conference room Mr. Dinerstein told us that he was going to leave at 3:30. We started to discuss a medical program and Mr. Dinerstein said that they would continue the coverage with us rather than self-insure, but that they would not give us any additional contributions which we were asking for. We pointed out that the cost of the medical plan is again up and $6 would not cover that, and, in addition, we are planning new coverages as of June 1st and also additionals on the old coverages. In addition to these changes in January we are going to effect major medical coverage. The booklets that covered the additional coverage were not printed at the time of this meeting but we told them we would give them a copy at the next meeting. Mr. Dinerstein then said that the $6 was sufficient and he would go back and check what the $6 would pay and get back to us.

Mr. Dinerstein told us that the $6 was more than enough to cover any of these benefits. He knew some people he would talk to himself and buy the insurance. I recall no further discussion concerning the medical plan. It was left that Mr. Dinerstein would again go back and check the additional coverage and the cost of that coverage, and what he could get it for.

Discussion on Pension. Mr. Dinerstein said that he did not read the book that was left with him describing our pension plan, and asked questions in regard to our vesting and the amount of our pension. My response was that we have a 15 year vesting program

at $150 per month maximum on age 65, and after the 15 years the man could leave the industry, work somewhere else, and still receive his pension at age 65. Mr. Dinerstein said that he did not want to make any contributions to a pension fund for people employed for less than 2 years, and he wanted them to have vesting after 10 years. I tried to explain to him that if we are only getting contributions after two years then vesting is only after 8 years, and therefore would never pay enough money to be put aside to give someone a sufficient amount to retire on after only 8 years. He also said that our plan does not benefit the people that we have in his employ, and I told him that it most certainly does, and also, if they left the Company they could go to any shops we have under contract and still get credit to their pension. Mr. Dinerstein said that it is really a different industry and that he would want a separate pension plan just for his employees. When told that it was really part of our industry and we could place these people to work at other jobs, he said, "We are not part of your industry and you do not have anybody who is in competition with us under contract." We again asked who he claimed was in competition with us and for the first time we got Sexton Paper Co. as one of his competitors. We said that we would get their recent contract and get back to him on that point. We started to talk about the pension plan again. He said that he would want a new trust agreement for his employees and that all money should be put into the one fund. When questioned about the people who were currently employed and previous contributions made in their behalf, he said that only new people would come under the new trust agreement, and the old people would remain at the same contributions which were in effect in the old contract. When asked about any changes we anticipate in the pension plan, I answered that we do contemplate either raising the monthly payments or lowering

the age, but a bill was still in the Legislature and we would wait to find out exactly to what we would be obligated.

I do not recall any further discussion on this matter, but do recall in our negotiations before the strike that Sam Roth and I were fairly close to a settlement, including pension and insurance, and the only thing left between us seemed to be another holiday and the amount per hour increase. It was discussed during one of the meetings that we seemed to be going back further and further from our prior strike meetings. Mr. Dinerstein replied that this was the Company's position now that we are negotiating a new contract, and we could not abide by any previous contract or negotiations.

We went on to talk about job classifications. We discussed pressmen, offset press and paper cutters on the simple machine and also on the programmed machine. We did not talk wages on any of these operations. We simply wanted to get an idea of what machines were in the plant and what classifications should be brought about. We tried to get a classification in the shipping department but could not reach an agreement as to what was 'general help' and what was actual shipping work. The Company said they did not need anyone in a permanent shipping department, they wanted to use anyone from the floor to do the shipping and receiving, and we contended that this was a classified job and one person should handle it if he is available. We discussed maintenance men to be part of the classification and also ruling machine operator to be part of the classifications. There was some discussion about collating work and we decided it would be in the 'general work' category. The Union said that they would try to get the people who were currently on the strike line and find out if these classifications were right and if there was any other job category that was not discussed we would discuss it further at another meeting.

After the classification discussion, Mr. Dinerstein commented by saying that the counter proposals previously made would apply only to include new employees as far as their vacation, severance, medical, pension, insurance and holidays, but not on the overtime. I was unable to make clear in my mind exactly what we were negotiating now -- it seemed that it was two contracts at the same time. Mr. Dinerstein made no response to this. At this point Mr. Palmieri asked if they said 'no' to the arbitration proposal brought forth, or if they would like to mediate instead, and Mr. Dinerstein said he would let us know on the mediation but it was still 'no' on arbitration.

I remember discussing the new machinery contention as it would affect employees covered by the agreement. Mr. Dinerstein stated that if a machine had more than 70% ability to produce the work it did before it would be considered the same machine, but that any machines brought in that could not produce the same would be considered new machines and not covered by our agreement.

The meeting adjourned at 4:00 p.m. We had no discussions concerning the scheduling of subsequent meetings. There were several items, as described above, that Mr. Dinerstein was going to check into, and he was going to consider Mr. Palmieri's proposal for mediation and respond to us on that matter.

On or about May 23, 1974, Mr. Palmieri gave me a copy of a letter addressed to him from Mr. Dinerstein. This letter rejected our proposal for mediation and also summarized, from Mr. Dinerstein's point of view, what took place at our meeting of May 9th. In this letter Mr. Dinerstein states that management has also revised its position so that current employees would be entitled to retain our current benefits which may be more favorable than the

benefits in the new contract. I understand this to be an explanation of Mr. Dinerstein's statements on May 9th concerning benefits for new employees. However, considering this explanation, the Company would still be requiring us, in essence, to negotiate two contracts. Mr. Dinerstein's letter of May 23, 1974 also states that he will be in touch with us shortly to set up our next meeting. To my knowledge, no further communications have been received from Mr. Dinerstein concerning the scheduling of future meetings. As of this date, the Union has made no further requests for meeting, having filed charges on May 20, 1974.

I have read the above 38 page statement and under oath say it is true to the best of my knowledge.

/s/ John Danetra

Sworn to before me this
3rd day of September, 1974

/s/ Daniel R. Palmieri
Notary Public
State of New York
Qualified in Nassau County
Commission Expires March 30, 1976

GENERAL COUNSEL'S EXHIBIT NO. 7

March 20, 1974

Gutterman & Pollack
71 South Central Avenue
Valley Stream, New York

Re: Romo Paper Products Corp.

Dear Sirs:

Enclosed is a copy of a letter to the National Labor Relations Board, together with supporting affidavits.

At our last meeting on March 11, 1974 you advised us that you would communicate with us as to continuation of bargaining after you have had an opportunity to review the contract. However, to date we have not heard from you and we wonder when you propose to be available for further discussions.

Very truly yours,

Daniel Palmieri

DP/ltf
Enclosure
cc: National Labor Relations Board
bcc: John Danetra

GENERAL COUNSEL'S EXHIBIT NO. 8

GC-8

April 5, 1974

Robert Jay Dinerstein, Esq.
Cutterman & Pollack
71 South Central Avenue
Valley Stream, New York 11580

Re: Rome Paper Products Corp.
Case No. 29-CA-2068

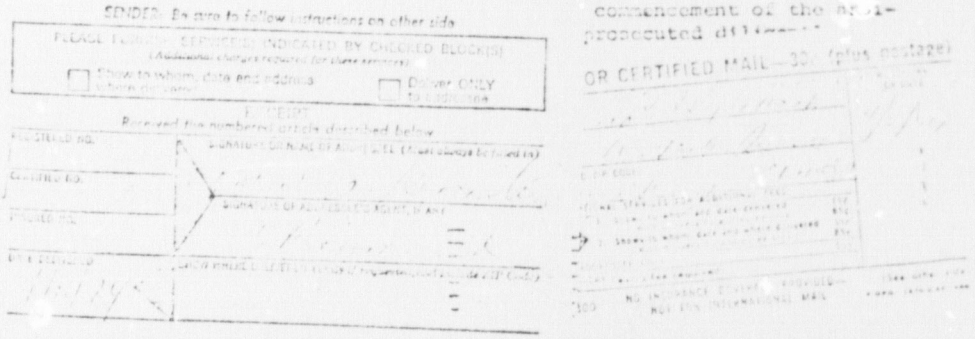
Dear Mr. Dinerstein:

Based on our recent meetings and the company's proposals and the apparent inability to come to grips with economic issues, it is our impression that the company is not bargaining in good faith.

Hence, in order to expeditiously conclude the contract, Local 301 proposes that it and the company enter into binding arbitration under the auspices of the American Arbitration Association.

In order that the arbitration be commenced and concluded as quickly as possible, Local 301 would be willing to abide by the rules of the American Arbitration Association which permit a speedy hearing, including the selection of the arbitrator by the Association.

In order to demonstrate the Union's good faith in connection [illegible] commencement of the arbi- [illegible] prosecuted dili-



GENERAL COUNSEL'S EXHIBIT NO. 9

GUTTERMAN & POLLACK
Attorneys at Law
[illegible] Central Avenue
New Hyde Park, N.Y. 11580

April 10, 1974

Daniel Palmieri, Esq.
English, Cianciulli, Reisman & Peirez
1501 Franklin Avenue
Mineola, New York 11501

Re: Romo Paper & Local 381

Dear Mr. Palmieri:

This letter is sent to confirm the current status of negotiations in the captioned matter.

Your position that you do not feel obliged to respond hereto is acknowledged, however, I do wish to point out that your comments would serve to verify the accuracy of the summary.

At the meeting of April 1, 1974, we endeavored to negotiate the company's counter-proposals and positions. Referring to the paragraph descriptions therein, the following was ascertained:

Article II - Recognition as a preamble let it be stated that the company retains the position that whenever the work week and/or day are referred to, the week shall be forty (40) hours and the work day shall be eight (8) hours.

a) Rejected by the union, however, the union did raise issue as to whether new or updated machines were to be considered new jobs.

b) Rejected by union.

Article III - Union Membership. Union Paragraphs a, b, c and d rejected by union.

Daniel Palmieri, Esq. April 10, 1974

Article IV - Work Preservation - Rejected by union.

Article V - Reporting Information.

a) Rejected by union.

Article VI - Length of Service.

a) Rejected by union - company agreed to retain wording of old contract.

b) Union agreed to consider first sentence, but rejected second sentence.

c) Rejected by union, but union agreed to submit alternative wording.

d) Union to determine why such paragraph was included in their demands.

Article VII - Business Slack. Rejected by union.

Article VIII - Temporary Transfer. Union will consider elimination of the last sentence. Also suggested institution of time limit for such transfer and adoption of Job Classifications.

Article IX - New Jobs or Vacancies - Rejected by union.

Article X - Operating Control (suggested wording delivered 3/11/74).

a) Not acceptable.

b) Union to consider and will offer compromise.

c) Not acceptable. Additional to letter of 4/1/74 Paragraph (c) 1 - 8th Line . . . Should it be agreed upon between the Company and the Union . . .

Paragraph (c) 2 - Company agreed to retain this paragraph.

Paragraph (d) - Union and Company agree to evaluate the need for this paragraph.

Paragraph (e) - Company will not accept this paragraph.

Article XI - Direction of Employees - Union wants to retain the clause - Company is willing to consider or compromise whereby employees are aware of and are to respect chain of command.

Article XII - Union Rejected management's proposal, but will offer a compromise.

Daniel Palmieri, Esq. April 10, 1974

Article XIII - Severance Pay.

a) Union to consider the clause provided mileage reduced and the union offered to defer claims for severance in the event of a Chapter X or XI filing. To defer claims would be useless, to effect the purpose, they must be valued subject to reinstatement if and when a reorganization or arrangement is completely effected or if the company goes backrupt.

b) Rejected by union - Company made an amended proposal to offer old schedule to current employees adopting the new one only for those hired after adoption. Amended proposal rejected by union.

c) Open

d) Open

e) Open

At this point, the negotiating session of 4/1/74 was adjourned at 5:45 p.m. to reconvene on 4/4/74 at 9:30 a.m. On 4/4, sessions convened at 10:00 a.m.

Article XIV - Adjustment of Grievance.

a) Union agreed to add provided company extended time to file to five days. Company counter-offered that they must receive notice by the end of business on the business day next following the day the incident giving rise to the grievance arose.

b) AAA rejected by union. Company refuses to designate an individual as arbitrator, but will consider a compromise.

c) Last paragraph - subject to agreement on (b) above.

Article XV - Pension and
Article XVI - Company's position will be given at next session.

Article XIX - Failure to Make Payment - Company's proposal rejected. Counsel for union suggested a notice clause, however, union wanted to consider same further.

Article XXI - Leaves of Absence.

a) Rejected by union, company counter-proposed to add " . . . but such permission shall not be unreasonably withheld."

Article XXVI - Payment for Time Off.

a) Company clarified its position as follows: All "vacation" will be dealt with when negotiating the Article on vacation, however, in the event the company, at its option, closes the plant for a "year end vacation" or at any other time for a "vacation" and not because of business slack or business problems, any employee then in the company's employ and who had been employed for the prior consecutive eighteen months will be entitled to be paid for such period up to a maximum of five (5) days.

b) Rejected by union - company agreed to "three (3) hours", but union still rejected it.

c) Not acceptable to union.

d) Company's demand rejected by union, company agreed to retain as is.

Article XXVII - Jury Service.

a) Rejected by union.

b) Rejected by union.

Article XXVIII - Death in Immediate Family - except as to (a).

(b & c) Union rejected company's position, company agreed to withdraw these demands.

Article XXIX - Holidays.

a) To restate company's position, it should read "On the occurrence of any of the holidays indicated herein, any employee in the company's employ at least 6 consecutive months when such holiday occurs and who shall have worked at least 3/4 of the available work time during the week in which the holiday falls, shall receive wages based upon eight (8) hours straight time at the average rate such employee earned during the prior work week except that any employee absent the scheduled work day before or after such holiday shall not qualify for such holiday pay unless he presents a doctors note for such absence upon his return to work".

b) Rejected by union.

c) Rejected by union - company counter-proposed that to qualify they must work 1/2 of the available work time if in a holiday week the company does not work the normal hours.

Daniel Palmieri, Esq. April 10, 1974

Article XXX - Vacations.

a) Union to consider.

b) Rejected by union.

c) Accepted by union.

d) Accepted subject to (c).

New Sixth Paragraph offered by company - Any employee hired after June 1st of the year and prior to March 31st of the following year, will earn 1 vacation day per each 2 full calendar months of employment up to a maxium of five (5) vacation days.

e) Union to review their demand.

f) Same as (e) above.

g) Rejected by union.

h) Union agrees in principal with company's demand, but insists upon retaining their wording.

i) Rejected by union.

j) Rejected by union.

Article XXI - Hours of Work, etc.

a) Rejected by union.

b) Rejected by union.

c) Rejected by union.

d) Rejected by union.

Article XXXIV - Standard, Functional Rates & Increases.

a) and b) and

c) subject to adoption of "job categories".

With respect to your demands of February 1, 1974, to the extent not dealt with otherwise herein:

1) We will not consider any reduction in hours.

2) As to pension and insurance, by the next negotiation session it is hoped, that having had time to review the current plans, we will be able to state our position.

3) As respects all vacations, we believe our current position is clear.

Daniel Palmieri, Esq. April 10, 1974

4) With respect to Holidays, rather increasing the number of holidays, we recommend the elimination of either Lincoln's Birthday or Columbus Day.

5) Upon the revision of the wage base, namely the adoption of job classifications, we will be in a position offer of a $0.10 per hour package.

As respects our desire to institute a productivity standard, we reject the union's proposal a joint study to establish the standard as we believe this is a management prerogative, however, we agree with the union's demand that we institute bonuses for those exceeding the standard. The "bonus" system to be established by the company.

With regard to points 3, 4, 5 and 6 found on Page 10 of my letter of April 1, 1974, we concur that same should be included in the company's work rules and the company shall incorporate same in the work rules to be issued. And, as to point #7 therein, the company desires its inclusion in the final contract.

Upon the second review of the company's proposals, the company was willing to concede that an updated model of a machine in use would not constitute a new job. As to the union's question regarding a new machine which would perform essentially the same job the company will concede that same does not constitute a new job if at least 80% of the new machines function is the same function as the machine being replaced and if no further training is required for an employee to operate the new machine.

The company feels your refusal to consider the demands further pending a settlement of what you deem to be the economics is unreasonable as the company cannot reasonably evaluate their position until they know exactly what their other obligations will be.

It is understood that a clause is to be worked out to deal with the unusual work hour situation.

Finally, in the spirit of free and open negotiation, neither the company nor the union are bound by any positions taken to date.

I will be in touch with you after the holidays to arrange the next session.

Yours,
GUTTERMAN & POLLACK

BY: Robert Jay Dinerstein

RJD:pag

GENERAL COUNSEL'S EXHIBIT NO. 10

GUTTERMAN & POLLACK
Attorneys at Law
71 So. Central Avenue
Valley Stream, N.Y. 11580

April 12, 1974

Daniel Palmieri, Esq.
English, Ciancuilli, Reesman & Peirez
1501 Franklin Avenue
Mineola, New York 11501

Re: Romo Paper

Dear Mr. Palmieri:

I think it is about time we got down to brass tacks.

The accusation in your letter of April 5, that the company is not bargaining in good faith is grossly unfair as well as being both arbitrary and capricious. The company has in good faith presented to you, by way of my letter of April 1, 1974, various proposals it would like to see incorporated into the contract. With few exceptions the Union has summarily rejected the Company's proposals. You will note that in the spirit of negotiation the Company has been amenable to revising its requests and in certain instances even saw fit to withdraw same.

As respects economics you are clearly aware of the Companys position that no further offer can be made until the tangential matters are resolved for to do so would place the Company in the position of agreeing to a price for a purchase without knowing what it was buying, when and how the purchases would be delivered and what guarantees and/or warranties would apply.

The Company can not agree to arbitration at this time on two basis. Firstly, to do so now would be premature. In the second instance to do so would be to surrender control of the company, a stance which has been the traditional position of both management and labor.

It is strongly recommended that the Union reconsider its position and attend the next bargaining session prepared to negotiate. If, after serious negotiations certain questions remain unresolved the Company might then be willing to reconsider binding arbitration to tie up loose ends and bring the negotiations to a conclusion.

We appreciate your observation regarding the picket line and propose that as evidence of the Unions good faith in the process of collective bargaining same be discontinued forthwith.

Very truly yours,

Gutterman & Pollack

/s/ Robert Jay Dinerstein

RJD:er
cc: Mr. Roth
(Romo Paper)

GENERAL COUNSEL'S EXHIBIT NO. 11

April 16, 1974

Robert Jay Dinerstein, Esq.
Gutterman & Pollack
71 South Central Avenue
Valley Stream, New York 11580

Re: Romo Paper & Local 381

Dear Mr. Dinerstein:

I acknowledge receipt of your letter of April 10, 1974. However, I note that you have not responded to the proposal for arbitration made in my letter to you of April 5, 1974. I would appreciate your directing yourself to this proposal.

I would also appreciate your communicating with me as to suggested times and places of the next negotiating session.

Sincerely,

DANIEL PALMIERI

DP:vl

GENERAL COUNSEL'S EXHIBIT NO. 12

April 29, 1974

Robert Jay Dinerstein, Esq.
Gutterman & Pollack
71 South Central Avenue
Valley Stream, New York 11580

Re: Local 381 - Romo Paper Products Corp.

Dear Mr. Dinerstein:

Once again I am asking you to communicate with me with respect to the establishing of negotiating dates.

Very truly yours,

Daniel Palmieri

DP/ltf

RECEIPT FOR CERTIFIED MA

GENERAL COUNSEL'S EXHIBIT NO. 13

April 30, 1974

Daniel Palmieri, Esq.
English, Cianciulli, Reisman & Peirez
1501 Franklin Avenue
Mineola, New York 11501

Re: Romo Paper & Local 381

Dear Mr. Palmieri:

By now I hope you have received my response to your letter of April 5, 1974 and have had time to review same.

I propose that the next negotiating session be held Thursday, May 9, 1974, at your offices at 1 p.m.

I await your response.

Yours,

GUTTERMAN & POLLACK

/s/ Robert Jay Dinerstein

RJD:pag

GENERAL COUNSEL'S EXHIBIT NO. 14

May 2, 1974

Robert Jay Dinerstein, Esq.
Gutterman & Pollack
71 South Central Avenue
Valley Stream, New York 11580

Re: Romo Paper & Local 381

Dear Mr. Dinerstein:

This will confirm our meeting for May 9, 1974, at my office at 1:00 p. m.

Very truly yours,

Daniel Palmieri

DP/ltf
cc: John Danetra

GENERAL COUNSEL'S EXHIBIT NO. 15

May 23, 1974

Daniel Palmieri, Esq.
English, Ciancuilli, Reisman & Peirez
1501 Franklin Avenue
Mineola, New York 11501

Re: Romo Paper

Dear Mr. Palmieri:

We have considered your suggestion that we submit to mediation and after due deliberation have concluded that while we do reject the concept, at this time we believe to do so would be premature.

We believe that some progress had been made and hope that even further progress is on the horizon.

For the record, let me just take this opportunity to confirm the results of our meeting of May 9th.

The most significant movement was in the area of benefits. As respects, the medical plan, management rescinds its demand to implement its own plan and is willing to continue the current plan. While management believes its current contribution for medical benefits is fair, it does have an open mind. Management can only consider the expanded plan the union discussed and a possible increase in contribution, however, after there has been an opportunity to review the revised plan. As respects the pension, an evaluation of the current pension and the company's employment history, reveals little likelihood that the company's employees will derive any benefit therefrom, but rather that the company's contributions will subsidize and underwrite the pensions of employees of other companies under contract to the union. We believe a new approach to the pension is required so that our employees can get the full benefit of the company's contributions.

Daniel Palmieri, Esq. Re: Romo Paper May 23, 1974

The management has also revised its position so that any current employee will be entitled to retain any current benefits which may be more favorable than the benefits in the new contract.

An agreement was reached as to the following broad job classifications:

(a) Pressman - offset press
(b) Paper Cutters
    (1) simple machine
    (2) #1 programming machine
    (3) #2 programming machine
(c) Ruling Machine Operator
(d) Maintenance Man
(e) Truck Driver
(f) General Helper

As to what was considered a "new" job, it is the company's position that any machine whose purpose and capacity is to do 70% or more of the function performed by the machine being replaced is a replacement machine. Any other machine would constitute a new job and would not be covered by this contract.

I will be in touch with you shortly to set up our next meeting.

Yours,

GUTTERMAN & POLLACK

/s/ Robert Jay Dinerstein

RJD:pag
cc: Mr. Roth - Romo Paper

GENERAL COUNSEL'S EXHIBIT NO. 16

GC-16

June 25, 1974

Robert Jay Dinerstein, Esq.
Gutterman & Pollack
71 South Central Avenue
Valley Stream, New York 11580

Re: Local 381 with Romo Paper Products

Dear Mr. Dinerstein:

We have not heard from you with respect to our next negotiating session. Hence, we propose that the negotiating session be established for July 9, 10, 11 or 12 at any time, at your office.

Please advise me as soon as possible if this is acceptable to you or of alternate dates.

Very truly yours,

RECEIPT FOR CERTIFIED MAIL—3

No. 7 913 64

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)

RECEIPT

Received the numbered article described below.

GENERAL COUNSEL'S EXHIBIT NO. 17

GC-17

August 2, 1974

Robert Jay Dinerstein, Esq.
Cuttermen & Dollack
71 South Central Avenue
Valley Stream, New York 11580

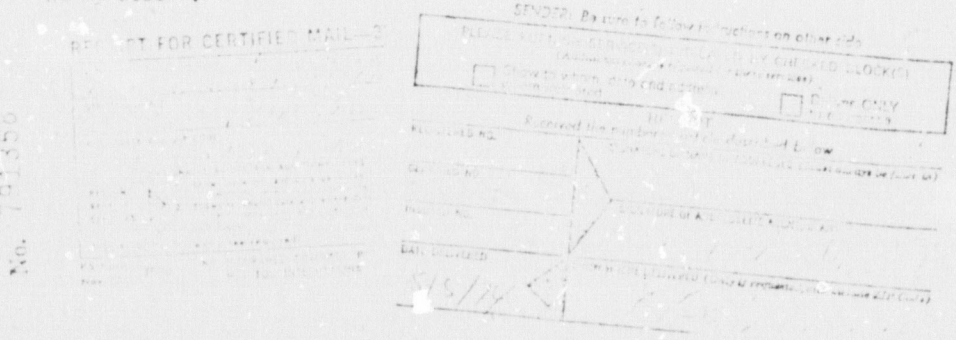
Re: Local 301 with Romo Paper Products

Dear Bob:

Because of Romo's refusal to meet current Union bargaining demands and its insistance, in several cases, that existing benefits be reduced because of inability to meet said demands or maintain existing benefits, we request on behalf of Local 301 that you furnish us with substantiating evidence for said claim, including financial statements of the company, profit and loss statements and balance sheets for the current and the last-ended fiscal year of the company.

Further, in view of the pessimism with respect to the future economic outlook as mentioned by you at our last meeting, the Union requests that you furnish it with incoming and outgoing sales orders.

In addition, I would appreciate your confirming our tentatively scheduled bargaining session for August 15, 1974 at 10:00 A.M. at your office.



GENERAL COUNSEL'S EXHIBIT NO. 18

ROBERT JAY DINERSTEIN
Attorney at Law
Seventy-One So. Central Avenue
Valley Stream, N.Y. 11580

August 6, 1974

Daniel Palmieri, Esq.
English, Cianciulli, Reisman & Peirez
1501 Franklin Avenue
Mineola, New York 11501

Re: Romo Paper and Local 381

Dear Dan:

I strongly resent the mischaracterization of the company's bargaining position in your letter of August 2, 1974. At no time did the company assert any financial inability to meet any of the union's demands as the basis for the company's position. Furthermore, at no time nor for any reason did the company allege any inability to maintain existing benefits.

A review of your notes of the meetings held should clearly reflect that the company's position is based upon the premise that the last contract negotiated was not as favorable to the company as it might have been and that the company now that a new contract is being negotiated, simply wanted to negotiate what it felt was a more equitable contract for the future.

Frankly, the only two references to general economics that my notes reveal, or that I recollect, were with reference to (1) the company's position in the marketplace and, (2) the country's general economic situation. With regard to the company's position in the marketplace, upon your request, you were immediately supplied with the names of competitors when it was indicated that they were sought for comparison and not for organizational activities. As respects the country's general economic situation and particularly the current inflationary trend and the ever arising

shortages, at no time did we allege that there had been any immediate an/or adverse effects upon the company, but rather we indicated that under the circumstances, it was most difficult to predict what the future ramifications might be. To illustrate the situation, I did describe how Goldsmith Bros., one of the biggest stationers, is not stocking any legal pads and that rumor had it that same was as a result of money troubles. The example, I felt, showed the ramifications in the marketplace of the country's economic situation, but there was no representation, stated or implied, that Romo Paper has assumed its bargaining position as a result of the effects the economic situation has had upon it.

Furthermore, I am somewhat disturbed by your letter as I had felt we had begun to make some serious progress, yet the letter appears to be nothing more than a ploy to establish further obstacles. It is well settled that even if we had alleged inability to pay, which is not the case, you would have only a limited right to review the corporate records. I am aware of no holding that would grant you the far reaching review you are seeking regardless of the position taken by management.

Under the circumstances, please be advised that inasmuch as Romo has never claimed any inability to meet demands as a basis for rejecting your demands and secondly, because under no circumstances are you entitled to the far reaching invasion of the corporate records you are seeking, we must decline to honor your request.

For the record, let it be noted that should the company, during negotiations, ever maintain a position that they could not afford to meet your demands, upon proper request, you will certainly be allowed access to those records to which you would then be entitled.

As to the meeting of August 15, 1974, I am holding the date open subject to confirmation from Mr. Roth.

Yours,

/s/ Robert Jay Dinerstein

RJD:pag
cc: Mr. Roth - Romo Paper

CERTIFIED - RETURN RECEIPT REQUESTED
Certified #711971

GENERAL COUNSEL'S EXHIBIT NO. 19

August 12, 1974

Daniel Palmieri
English, Cianciulli, Reisman & Peirez
1501 Franklin Avenue
Mineola, New York 11501

Re: Romo Paper and Local 281

Dear Dan:

Confirming our discussion of August 12, 1974 and the message you left for me on August 9th, the tentative meeting set for August 15 is canceled as your client will be unavailable. In as much you advised your client will remain unavailable and that you will be unavailable through the end of the month, when I will be away, it is understood that, unless you advise me of your availability to the contrary, no further negotiations can be had until after Labor Day.

Very truly yours,

/s/ Robert Jay Dinerstein

RD:er
cc: Mr. Sam Roth
c/o Romo Paper Co.

GENERAL COUNSEL'S EXHIBIT NO. 20

August 15, 1974

Robert Jay Dinerstein, Esq.
Gutterman & Pollack
71 South Central Avenue
Valley Stream, New York 11580

Re: Local 381 with Romo Paper Products

Dear Bob:

This is in response to your letters of August 6 and August 12. Both Mr. Danetra and the undersigned are certain that on numerous occasions both you and your client pleaded financial inability to meet the Union's demands. I believe that a re-review of your notes will so indicate.

To set the records straight as to the adjournment of the August 15th meeting, you may recall that at the end of our July 31 meeting, we set a tentative meeting for August 15 subject to Mr. Roth's confirmation. Although my client and I held this date in reservation, as late as August 9, 1974 we had not yet received confirmation from you. On that date, my office called your office to advise you that since we had not yet had confirmation and something had come up for Mr. Danetra, we could no longer hold the date available.

Both Mr. Danetra and the undersigned will be available at any time from August 28, 1974. Hence, I would appreciate your communicating with me as to a new meeting date.

Sincerely,

Daniel Palmieri

GENERAL COUNSEL'S EXHIBIT NO. 21

August 20, 1974

Daniel Palmieri, Esq.
English, Cianciulli, Reisman & Peirez
1501 Franklin Avenue
Mineola, New York 11501

Re: Romo Paper & Local 381

Dear Dan:

In response to your letter of August 15, 1974, it appears that I did my client a major injustice by not engaging in Nixon-like tactics to preserve for posterity the exact context of our negotiations to date.

Franklin, I hope your recent letter simply reflects your erroneous recollections of the negotiations and is not intended to be a statement of what you claim to be documented representations as it would place me in the uncomfortable position of having to then assert that any such claims are deliberate misrepresentations intended solely to obtain priviledged data which you to date have not become entitled to.

I am not forwarding a copy of this letter to my client as I have no intention of inciting him over the apparently erroneous recollections nor of causing you any embarrassment.

It would be appreciated if you will forward a letter retracting the allegations or I will be forced to disclose the fraudulent misrepresentations to my client and take appropriate steps to protect his interests.

Yours,

/s/ Robert Jay Dinerstein

RJD:pag
Certified #711959

GENERAL COUNSEL'S EXHIBIT NO. 22

September 11, 1974

Daniel Palmieri, Esq.
English, Cianciulli, Reisman & Peirez
1501 Franklin Avenue
Mineola, New York 11501

Dear Dan:

Now that we have all returned from vacations and have caught up on the backlogs which developed, I think it would be prudent to continue negotiations.

Because of the impending religious holidays and my over-crowded calendar, I have the following dates available in the immediate future: September 23, 1974, 2 p.m. and September 25, 1974, 1:30 p.m.

Please check these out for availability at your end and advise me as soon as possible as to which date would be most convenient.

Yours,

GUTTERMAN & POLLACK

/s/ Robert Jay Dinerstein

RJD:pag
Certified #227589

GENERAL COUNSEL'S EXHIBIT NO. 23

GC-23

September 16,1974

Robert Jay Dinerstein, Esq.
Gutterman & Pollack
71 South Central Avenue
Valley Stream, New York 11580

Re: Local 381 - Romo Paper Products

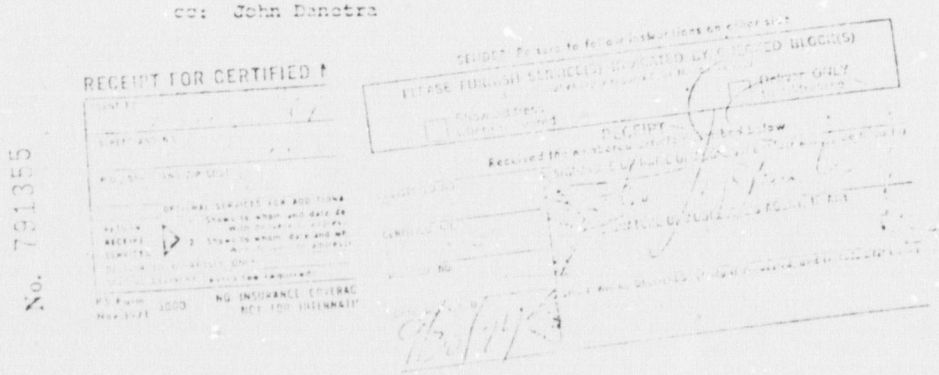
Dear Bob:

This will confirm our agreeability to meet with you and your client on September 25, 1974 at 1:30 P.M. at our office.

Sincerely,

Daniel Palmieri

DP/ltf
cc: John Danetra



GENERAL COUNSEL'S EXHIBIT NO. 24

October 2, 1974

Daniel Palmieri, Esq.
English, Cianciulli, Reisman & Peirez
1501 Franklin Avenue
Mineola, New York 11501

Re: Local 381 - Romo Paper Products

Dear Dan:

As ludicrous as this may seem, your letter of September 16, 1974 was just received September 30, 1974. As a direct result thereof, needless to say, I had no idea that the meeting was set.

I would appreciate your contacting me so that another meeting can be set.

Yours,

GUTTERMAN & POLLACK

/s/ Robert Jay Dinerstein

RJD:pag

RESPONDENT'S EXHIBIT NO. 1

AFFIDAVIT IN THE MATTER OF

LOCAL 381, Charging Party and ROMO PAPER PRODUCTS CORP., Respondent Employer, NLRB, Region 29.	Case No. 29-CA-3864

Held at the offices of Gutterman & Pollack, Esqs., 71 South Central Avenue, Valley Stream, New York, on June 25, 1974, at 4:30 p.m., by Robert J. Dinerstein, Esq.

STATEMENT BY MR DINERSTEIN

The following affidavit of Robert J. Dinerstein, Esquire, is a supplement to a statement supplied to Harold Weinreich of Region 29 with regard to charges filed against the respondent employer for a failure and refusal to bargain in good faith.

The first with the representatives of Local 381 took place in the office of Gutterman & Pollack on March 11, 1974.

Present were Daniel Palmieri, John Danetra, Mario Ingardo for the union, and Mr. Roth and myself for the respondent employer.

At the beginning of the meeting I made a statement to the effect that while I hadn't had an opportunity to fully and completely review the union's demands, I would prefer to review those demands with the union to see if some agreement could be reached.

It was hoped that the demands could be negotiated and a contract arrived at without much delay

Unfortunately, the union's representatives were not able to adjust the demands sufficiently to bring about an agreement.

3 As a result, I requested that I be supplied with copy of the contract that would be a copy of the expired contract, so that I may review same with my client and present the employer's demands.

In general discussion which followed, I expressed to the union that in view of the failure to arrive at a conclusion, some of the points that we wished were to provide our own medical plan, to include our own management prerogative clause and to retain a 40-hour work week.

We requested of the union that they provide us with a copy of their medical plan. The union advised us that other shops under contract with them do provide their own plan and have requested that they be included in the union's plan because the union's plan was better.

We expressed our feeling that while we may eventually come to the same conclusion, it is our benefit that we could do better providing the plan.

The union then insisted that if they were to consider the plan provided by the employer, the employer must guarantee to include not only the same benefits currently being provided but offer to amend the plan to include all further benefits supplied by the union and to further guarantee that the claim service would be as good as

that provided by the union, and the union indicated that they now pay claims within 24 hours, and they would require that we guarantee payment of claims within 24 hours.

I advised the union that until I saw their plan and had an opportunity to review it, I certainly couldn't pass judgement on whether or not it was economically wise or whether it was advisable for management's prospective to even consider providing a plan under those terms.

It was agreed to adjourn the meeting until a later date.

During the interim, the union was to supply copies of their plans for our review.

The next meeting was held on April 1, 1974. The union was represented by Mr. Palmieri, Mr. Danetra and Mr. Ingordo, and myself and Mr. Roth represented the respondent employer.

A problem arose from the outset in that both Mr. Roth and myself arrived somewhat late, and this was explained to the union.

The meeting finally began approximately 45 minutes after it was scheduled to begin at which time I presented to the union the demands on behalf of management.

The union glanced at those demands, and Mr. Palmieri stated that he felt this was an act of bad faith and that they refused to demand and the meeting might as well be called off.

I advised Mr. Palmieri that it was anything but an act of bad faith, that these were our demands, that negotiating is not a one-way street, that we had as much right to make demands as he did, and that if he refused to consider those demands, there is no way conceivable that he could state that he was bargaining in good faith.

Mr. Palmieri, Mr. Ingordo and Mr. Danetra then requested permission and did leave to confer in another room.

Approximately 15 to 20 minutes later, they returned and advised us that they were willing to review the demands with us.

Let it be stated that the conversation preceding their leaving the room was somewhat more extensive than as related here, and while I have no immediate recollection of the exact exchange that took place, suffice it to say that it appeared that the union had no intention of negotiating our demands and felt they were only required to negotiate their demands.

Upon their return, our review of management's demands, item by item, was begun. The first demand refers to Article 2, recognition, and the employer indicated that agreement, if and when reached, would not cover any new jobs nor extend to any new plants.

6 The union raised the questions as to whether or not new machines which were introduced into the current operations were to be considered a new job.

I advised them that if this was the only problem, certainly a delineation could be worked out that would be acceptable.

The second point raised referred to the fourth paragraph of that article whereby it respected the scope of the contract should the company move beyond a ten mile radius.

The union found that not acceptable claiming that it deprived their people of protection.

With regard to Article 3 of the expired contract, the union rejected all of management's demands. I explained that in view of the applications arising from that article, the company would require additional time beyond that provided in the expiring contract in which to notify the union of any new employees.

The union felt that two days was more than adequate.

With regard to the second paragraph of Article 3, the company felt that there is no reason why they should not have the unlimited right to hire and the unrestricted right and that they did not feel it was incumbent upon them to require that any employee join the union nor remain a member in good standing.

7 They felt, as I indicated to the union at that meeting, that it is a matter of individual choice as to whether or not an individual wishes representation by a union and that to coerce membership is beyond the function of the employer, particularly in the light of the situation which has evolved with regard to the respondent employer during the last 22 months.

The union advised us that this was unacceptable but did commit themselves to reevaluate it.

The next reference was to the third paragraph of the expired contract. For the record, let it be noted that all references to paragraphs and articles, unless indicated otherwise, refer to the contract between the parties heretowhich term was September 11, 1969, to August 31, 1972.

The employer indicated that because of their said and operation it was imperative that they have the flexibility that any employee perform any task that is required and that the restriction on who could perform what as expressed in Article 3 was stiffling their operation.

The union did indicate that in an emergency, there were certain allowances made.

8 I indicated that this puts an onus on the employer to establish after the fact that an emergency existed, and it was an unfair burden for the employer, that we would be willing to consider another solution to the problem if the union could and would submit it to us.

With regard to the fourth paragraph of Article 3, we requested an extension of the employer's right to discharge new employees to 120 probationary period as opposed to the 30 days which has been provided.

The union indicated that if they were to go along with this, it would give the employer too much authority and wouldn't afford protection to the employees.

With regard to Article 4, the employer felt that in view of past experiences and changes in the industry, coupled with various shortages in all areas, which are prevalent these days, it was incumbent upon them to demand the right to subcontract, discontinue and/or reassign work without restriction, and the employer did offer to find other positions for such displaced employees.

However, again because of the employer's relatively small size, it was impossible to guarantee positions for anybody who was so displaced.

The union contended that the employer's position did not protect the employees.

9 I advised the union that while unfortunately some people would be unprotected as a result thereof, this leeway was required in order to protect the continuation of the company in the event the situation did arise requiring the subcontracting, discontinuance or reassignment of work.

With regard to Article 5, the company was more than willing to provide the information but indicated that the way the contract was worded, the employer was left open to possible harrassment by the misuse of the privilege and that the employer felt that the union should be restricted to a right to such data a maximum of two times during any calendar year and that at least three months must elapse between any two such requests.

The union advised that this demand by the employer was capricious in that the union never made such demands.

At that point, I took the time to explain to the union that it has been my experience that on many occasions contracts are not referred to it at all if the relationship between the union and the employer is good.

However, if a contract is demanded by the union or the employer, it is my responsibility to protect the employer and see to it that the wording thereof affords him the protection to which it is entitled.

10 The union, by Mr. Danetra, then indicated that they had had a long and good quote-unquote relationship with Mr. Roth and that this was petty.

I explained to Mr. Danetra that if they wished to operate on good faith, then there was no need for a contract, but that good faith is a two-way street.

If they desired to enter into a contract, then it is incumbent upon me to protect my client in every way I can and while I will not make the final decision on whether or not an agreement will be reached on any demand or negotiated demand, it is my responsibility to advise my client as to any obligations he will incur and any ramifications of any agreement reached, and on that basis it was incumbent upon me to restrict the rights requested by the union under Article 5.

With regard to Article 6, the management's position was that no credit would be allowed for any period of unemployment as opposed to the provision of the expiring contract which made certain provisions for credit during periods of unemployment.

The union contended that this was inequitable in view of various clauses of unemployment and brought up certain examples, which are beyond my present recollection, to substantiate their point.

11 After discussing it with my clients, I tend to recall that we agreed that, in fact, our demand might not be as equitable as we would like and that we would be more than happy to consider exceptions along the lines of those examples, brought forth by the union.

With regard to the second paragraph of the article, it was management's position that seniority could only prevail where it was practicable.

However, considering the possible ramifications to the employer after the fact we felt it was necessary to demand that management be the sole determiner of what would be practicable.

The union felt that this was depriving a management too much of a prerogative and proposed that this be on joint decision between management and the employer.

I advised the union that to do so would to deprive management of its right to run its business as it sees fit.

Under the fourth paragraph, the union indicated that our demand to terminate someone within 48 hours after notice is given for such employee to return to work, if such employee does not return was unreasonable in the event that such employee undertook another position during the interim.

On behalf of Mr. Roth, I explained that it was the company's unfortunate predicament that if such individual did not return, the company would then be forced to hire someone else and that a continuing obligation to the non-returning employee would be unfair to the employer.

However, the union did indicate that in the first paragraph of this article they wanted to retain the contract wording and on behalf of management we agreed.

With regard to the second paragraph of management's demand, the union agreed to consider the wording proposed, however, would not consider the second sentence thereof giving management the sole discretion.

Finally, after prolonged discussion the union agreed to consider the third paragraph of management's demand.

With regard to the fifth paragraph of the expired contract which management requested be eliminated, the union was unable to explain why it had ever been included in the first place and agreed to check it out and advise us.

At this point, I seem to recall that at the time the union representatives returned from their short conference at the beginning of the meeting, Mr. Danetra made some comment about being willing and ready to work through the night.

13 There was some conversation back and forth at which time I expressed the fact that I could not work through the night as I had other commitments later in the day, and Mr. Roth indicated that likewise he could not stay much beyond 5:00 because he had other commitments.

We both explained that we had not contemplated this session being that prolonged and that we would make every effort to stay as long as we possibly could.

The union at that time indicated that they felt that if we were not prepared to go into extended and even around the clock negotiations to secure an agreement, they would have no choice but to consider that we were not bargaining in good faith.

I explained to the union the amount of time spent on bargaining is not indicative of good faith, rather the demonstration of good faith is best evaluated on the basis of the approach by the parties to such bargaining.

Now, returning to the negotiations, the next area discussed was article 7, wherein the company demanded the right to transfer employees and have such transferred employees paid the rate for the job actually being performed.

The union refused to consider that and offered no reason other than to say that it was unfair to the worker.

14 The union did agree to consider the elimination of the last sentence of the paragraph as it appeared in the expiring contract and suggested that a time limit be instituted with regard for such transfer.

At that point, a discussion arose regarding job classifications in general at which time it was pointed out that the union's demands with regard to wages was arbitrary and capricious in that it made reference to an increase to persons on schedule A wherein, in fact, only one person remained as an employee who appeared on schedule A.

I proposed on behalf of management at that point that it would appear in everyone's best interest to adopt job classifications so that reasonable standards of employment and wages could be established and this matter was deferred for further contemplation.

Management's demands with regard to Article 9 was rejected by the union and no substitute was offered.

With regard to Article 10 of the expiring contract, management had delivered to the union a substitute prerogative clause on March 11th.

The union advised that paragraph A of the substitute was unacceptable, that as respect for paragraph B, they will consider and advise us and with regard to paragraph C, it was not acceptable.

15 With regard to the clause as it appeared in the expiring contract, the company agreed to retain paragraph C, too, and the company and union both agreed that paragraph D should be re-evaluated to determine if it was still required.

Management steadfastly refused to accept paragraph E. A discussion ensued wherein the union indicated that management's suggested clause contained paragraphs that related to other sections of the contract and would amend some.

I advised them that we were aware of this and that in addition to the fact that we desired such amendments, we felt that the contract would read better if all of management's prerogatives were stated in one place in a concise manner.

With regard to Article 11 of the expiring contract, the union wants to retain the clause as it appears. Management feels that an amendment is necessary and indicated that it was willing to compromise whereby employees would be made aware of the chain of demands.

With regard to Article 13, severance pay, the union agreed to consider the clause provided the mileage demand was refused and expressed that 75 miles is an excessive demand.

16 Management indicated that that was certainly a reasonable position and would consider a proposal to reduce that.

With regard to management's demand that the term bankruptcy be understood not to include a filing for a corporate reorganization or an arrangement under Chapters X and XI of the Bankruptcy Act, the union stated they would be willing to defer claims for severance in the event of such filing.

Management advised them that to defer claims would be ineffectual as they would remain liabilities of the company.

At that point, I explained to the union that if the severance was to become a valid claim against the company, whether a deferred liability or not, it would remain a liability and be reflected in the reorganization or arrangement proceedings, and as such, could have an adverse affect upon the creditors and/or the Courts allowing the company to function under Chapters X and/or XI, that a waiver of the right to severance in such instance could be the difference between the company's being allowed to continue in business and its being forced to close its doors.

17 It was explained that in the event of a reorganization or an arrangement upon the completion thereof all claims would be

restated for severance but that to simply defer the claims would be a phyrric maneuver.

The union offered no opinion in response to this argument.

Paragraph B of the company's demand was rejected by the union, and the company made an amended proposal to alter the old schedule to all current employees and adopt a new one only for those hired after adoption.

The union rejected the amended proposal.

At that time, I explained that it Mr. Roth's feeling that the expired contract was entered into only as a result of coercion and that he did not feel that the terms thereof were as equitable for him as they should have been, that while he agrees that it would be unjust to at this late date, cut back benefits for current employees, he did feel that with respect to new employees a more equitable arrangement should and could be worked out.

The union advised Mr. Roth that in the past they had worked well together and that the contract had not necessarily been an issue, and they had worked around the contract.

At various times during the conversations that took place during that entire meeting Mr. Danetra had indicated that he hadn't had these problems with other companies and other companies he represented had made these demands.

Mr. Roth explained to him that he did not represented other companies in the industry. Mr. Danetra responded that if Mr. Roth would tell him who his competitors were, he would go out and organize them so that everyone would then be equal.

Mr. Roth very nicely explained that he did not feel it was his responsibility to assist the union in organizing any shops, be they competitors or otherwise.

At some point during these discussions, I advised Mr. Danetra that I frankly was not concerned with any other contracts he had because those employers were not going to assume the obligations and liabilities that Mr. Roth had for the business, that there was not an association contract, that Mr. Roth was an independent employer negotiating for his firm and that this contract must be negotiated on that basis and solely on that basis.

I also indicated that Mr. Roth did not necessarily have the resources available to him, that a Xerox IBM or other giant of industry had available and therefore, he could not consider, and as a matter of fact, I also indicated that Mr. Roth's products were not necessarily similar to the products of other companies whether represented by the union or not.

As a result, Mr. Roth had to negotiate a contract which was equitable under his circumstances and not under the circumstances of some other company with which Mr. Roth was neither related nor in which he had any interest.

Returning to the negotiations, paragraph C, D and E of management's demands left open for further discussion.

At 5:45 p.m., the negotiating session was adjourned with an agreement to reconvene on April 4, 1974, at 9:30 a.m. at my office.

On April 4th, the session did convene at 10:00 a.m. For the record, let it be stated that at some point during the negotiations, either on April 1st or April 4th, a discussion ensued during which there was some reference to collective bargaining agreements in general.

I recall making some sort of comment about my experience with contracts and indicating that as indicated by Mr. Danetra during earlier sessions more often than not contracts were not referred to in the day to day relationship between the employer and the union.

I indicated that where an employer's request was reasonable, despite provisions in the contract or where a union's re-
20 quests were reasonable, despite provisions in the contract, it was usually the situation that an agreement could be reached to everyone's satisfaction and that the contract at best would provide only broad guidelines.

Some reference was also made to other contracts I had been involved in, and I had indicated that I could commiserate with the union in that I, too, amongst my clients, was privileged to represent various unions and that I didn't have a one-sided prospective.

However, I felt that it was always of the utmost importance regardless of which side of the table one sat at to consider the problems of confronting the other party, for a victory in negotiations would be a hollow one if the company and/or union could not function effectively as a result thereof and that I felt it was incumbent upon anyone negotiating a contract not to lose sight of the fact that the company must continue to operate if employees' jobs were to be truly protected, and that the union must protect its members if it was to fulfill its obligation to them and that by keeping these points in mind and by negotiating under those guidelines in good faith, a reasonable settlement could usually be arrived at.

The actual negotiations began with consideration of management's demands with regard to Article 14, and the union did
21 agree to add management's demands if the company extended the union's time to file the grievance to five days.

I explained to the union that it was unjust to hold an employer responsible for internal activities of the union over which he had no control.

The company counsel offered that notice must be received on a business day next following the day of the incident giving rise to the grievance arose and the union agreed to consider that.

Paragraph B of the demand was discussed at some length. The union felt that the AAA was unacceptable because of an alleged internal delay which would be encountered in submitting any grievance for arbitration.

The company, on the other hand, did not feel that the designation of any one individual as arbitrator was an appropriate solution.

I explained that: Number one, it was our position that familiarity breeds contempt, and I did not want my client to risk the possibility that any action or position he took might prejudice any one individual who was selected to be the sole arbitrator of the facts as respects any future determinations to be made.

I further indicated that this would likewise have an adverse effect on the union.

22 For management I agreed to consider a compromise if the union were to propose one.

Paragraph C of the management's demand which was to eliminate the fifth paragraph of the expiring contract was held in abeyance pending a decision on the balance of this clause.

With regard to Article 15 and 16 of the expiring contract, insurance and pension, the management continued to demand the right to provide the insurance on their own, and with regard to the insurance and pension plans, management indicated they had still not received the descriptive pamphlets as had been promised.

The union at that time did provide copies of bookets which allegedly represented the plans then in effect.

However, the union did not and for the record has to date still failed to provide us with a copy of the pension trust agreement as had been requested and which the union agreed to provide.

With regard to Article 19 of the expiring contract, the union rejected the company's proposal regarding an inclusion of certain restrictions on this otherwise unrestricted right which was rejected by the union.

The counsel for the union did suggest that a notice be in-
23 cluded. However, Mr. Danetra immediately indicated that before this would be proposed to management for consideration, the union wanted to consider it further.

With regard to Article 21 of the expiring contract, leaves of absence, management's demand was rejected by the union.

I immediately counterproposed on behalf of the company to add a clause that permission shall not be unreasonably withheld.

However, the union did not accept same at that time.

With regard to Article 26 of the expiring contract, the union indicated that they couldn't understand why the change.

I explained to them that all vacation should be dealt with under one particular clause and that splitting it up only makes it more difficult to negotiate and to evaluate its total cost.

We further indicated that the term year-end vacation was a misnomer for, in fact, the company did not close at the year end for this "year-end vacation" and that we would be willing to include in the general vacation article a paragraph wherein any employee in the company's employ for the prior consecutive eight months would be entitled to be paid for such a period up to a maximum of five days in addition to any other vacation granted therein.

24 It was explained to the union that the economy is such that where the employer in the past saw fit to close down for such a vacation and as a result felt it was only equitable to pay the people

for such time off in addition to their granted vacation, there may no longer be justification for closing down the plant for such a period, and therefore, this obligation must be readjusted.

In paragraph B, thereof, the union rejected the company's proposal. The company immediately counteroffered to amend it to three hours, and the union again rejected this.

Paragraph C, the company felt that this should be restricted to anyone who is drafted because in the event an employee should voluntarily enlist, it would be commensurate with taking a physical for any other new position and certainly not the obligation of the employer.

The union indicated that this was unpatriotic, and I explained to them that no one could be more of a patriot than I.

However, I still felt it was unfair for the employer to have to subsidize an employee who is seeking other employment.

Paragraph D of management's demand was rejected by the union and after some discussion the company agreed to retain the wording as found in the expiring contract.

The union rejected all of management's demands with regard to Article 27, jury service, simply stating that they felt that our civil pride and our interest in justice should require us to comply with the terms as in the expiring contract.

I indicated to them that while as both an individual and as an attorney, I strongly felt the need for justice. I felt it was an unfair burden to impose upon the employer the unrestricted and unlimited obligation to pay someone on jury duty for as was required in the expired clause and that this became particularly burdensome in light of the prolonged trials which are currently in vogue.

The union closed discussion on that by indicating that in so doing we were depriving the individuals as a right to serve on a jury, and we indicated that we felt that anything beyond ten days was an unreasonable burden to the employer.

And, in fact, did encourage prolonged jury service if the employer was to foot the bill. We felt that some adjustment was required to protect the employer, for he would most certainly be required to make other arrangements in the event of any such prolonged absence.

26 With regard to Article 28 of the expiring contract, reference was made here to the union's demands for a reduced work week of 35 hours.

For the record, let it be stated that during each and every one of the meetings, a discussion arose with regard to the reduced work week.

The employer felt that there was no logical reason and that the union offered to reason other than it was done elsewhere to reduce the work week.

I explained to the union on each and every such occasion that when I negotiate with another employer, unless I have an interest in such employer, their negotiations have absolutely no relationship to either the respondent employer in this matter or myself.

I indicated to them that there were just as many firms, if not more, which continued to work on a 40 hour week as work on any reduced week, that we would be happy to consider any reasonable demand, but just as we have given them thoughtful and complete reasons for our demands, we would expect them to do likewise and their position that it was done elsewhere was analygous to the little child that asked his mother for something because his friend has it.

We further indicated during such discussions that during pre-

27 vious negotiations demands had been made for reduced work week and agreements had been reached to retain the same work week of 40 hours.

Returning to the 28th Article, the union rejected our demand and in defending our position, I explained that we thought this benefit

should be restricted to relatives in the first degree of consinguinity and that it was unreasonable to ask us to pay an employee for up to three days in the event of the death of a mother-in-law or father-in-law.

We offered to consider some compromise. However, our entire position was rejected by the union. Mr. Danetra made very strong points about how dear his mother-in-law was to him, and he felt this was a personal insult.

I explained to him that it would be a wonderful world if everybody could be taken care of, but unfortunately, we must deal with reality, and there is a limit to the liability of any employer, and the employer regardless of his desires is restricted by the economic facts of life.

In regard to holidays, in regard to Article 29 in the expiring contract, the company felt that an employee should be in the company's employ at least six consecutive months in order to qualify for a holiday benefit and should also have worked at least three-quarters of the available work time during the week in which the
28 holiday falls.

With regard to the rate of pay, the company felt it was only equitable that it should be at the average rate such employee worked during the prior work week.

The union simply balked at the entire concept, and the matter was discussed at some length.

I explained to them that to require one to work at least three out of four days in a week to qualify for a holiday was certainly not unreasonable.

The union inquired as to what would happen if, in fact, there was an economic layoff during that period, and I explained that our position covered that in that the employee was only required to work three-quarters of the available work time.

The union felt that 50% was more reasonable.

I explained to them that the reason for this clause was to preclude unauthorized extended weekends, and the union simply indicated a desire to go on without reaching any agreement on this point.

No recommendation was made at that time to the requirement in management's demands for a doctor's note.

Paragraph B of management's demands on that paragraph was rejected by the union outright as were paragraph C of management's demand.

29 Management felt that anybody required to work on holiday should recieve holiday pay for the day plus their regular pay for the time worked which would equal double time for the said day and overtime at the rate of time and a half for any time worked in excess of eight hours on such holidays.

The union felt that this was unreasonable and that at a minimum the employees were entitled to the provisions as included in the expiring contract.

Once again, I restated management's position that wherever terms are being renegotiated would reduce or eliminate a benefit in any way, management was agreeable to continue such benefits without such reduction or elimination for any employee employed at the time the collective bargaining agreement was agreed upon.

However, with a prospective on the future, it felt that it was necessary to make these adjustments with regard to any future employees.

It was felt that to pay employee triple time for any day was an unreasonable burden upon the employer, that certainly the employees benefit from such a production more far reaching than simply the wages earned for that day in that they would gain and benefit from the company's success.

Paragraph C of management's demand was rejected, and
30 as indicated before, the union demanded that the percentage of time worked to qualify for the benefits be reduced, and management counterproposed that to qualify the employee must work half of the available work time as opposed to the three-quarters requirement in a normal work week.

With regard to Article 30, vacations, management indicated that the date of September 30th as the cutoff date was a poor choice because it is establishes a date after the fact and recommended that the date be amended to June 1st so that before the holiday season, the vacation season began, it could be determined exactly what disruptions in the normal work schedule there would be.

Also, it would allow everyone an easier basis for a calculating vacation.

The union initially objected to this approach claiming this would be a loss to their employees in their vacation time, as a result.

I explained to them that that would be impossible because there would still be allowed the same amount of time.

We weren't cutting out any credited time. The union agreed to consider this.

Paragraph B was rejected by the union.

31 Paragraph C of management's demand was agreed to by the union and paragraph D of management's demand was accepted by the union.

Management did request an additional paragraph referred to as seventh paragraph in the letter of April 1st and sixth paragraph in the letter of April 10th referred to as a new sixth paragraph in the letter of April 10th and not referred to at all in the letter of April 1st wherein any employee hired after June 1st and prior to March 31st will earn one vacation day for each two full calendar months of employment up to a maximum of five vacation days.

This was offered to coincide with the recommended adjusted date of June 1st of management's demand and was intended to preclude the possibility of any employees suffering as a result of the change in date and to give further vacation benefits to those employees affected thereby beyond those benefits provided under the expiring contract and under the union demands.

The union agreed to review their demands of paragraph E of the expiring contract and to consider same in conjunction with paragraph E of the letter of April 1st referred to as seventh paragraph under Article 30.

Paragraph G the union rejected management demands and
32 I explained to them that where an employee is discharged for cause we see no reason why he should be rewarded.

Vacation pay is, of course, pay for time not worked, and we believe that where an employee is discharged for cause, management is within its rights to feel that such employee forfeited his rights for any pay for time not actually worked.

With regard to management demand number H, ninth paragraph, the union agrees in principle but insisted upon retaining their wording.

Again, we reverted to the argument regarding good faith and trust the union, and I explained to the union that despite the fact that we had faith in their word and we didn't feel they were out to deceive us, but a contract remains a contract.

We explained that this is certainly an area where management should have the right to exercise its discretion and that if the union does agree, there is no reason why they should refuse to allow this to be included.

With regard to paragraph number I in the management demand referred to as paragraph 13, again, the company wanted the right to use its own discretion.

This was particularly important they felt in view of un-
33 known and unexpected incidents which may arise which would preclude full compliance. This was rejected by the union as was demands identified as J, fifteenth paragraph, in the letter of April 1st.

Management explained that they felt three days notice was not adequate, that traditionally an employee gives an employer two weeks notice of an intention to leave and that this would be the minimum they would consider.

After some prolonged discussion wherein the union contended that with this element of people, you are happy to get any notice at all, management did agree to consider a reduced period if proposed by the union.

Said was never proposed by the union.

Article 31, again, management contended that the 40 hour work week was reasonable and no reason had been provided to consider any reduction.

At that point, I first became aware through Mr. Danetra that, in fact, the company does not and has not worked an eight hour day, that in fact the company has and the union has been aware that the company works an eight and a half hour day, four days a week, and a six hour day on Friday, all time paid at straight pay for that work week, that such arrangement was a result of the fact that the plant closed early on Friday for the Jewish Sabbath and
34 that with that consideration, it would be inequitable to demand compliance with the eight hour day without the company taking the position that the work day should be eight hours, Monday to Thursday, and six hours on Friday resulting in a loss of two hours pay per week to the employees.

The company did not seek to take that position, and the union has agreed in the past to this informal arrangement.

With regard to the rates of overtime, we felt that the provisions as found in the expiring contract were unreasonable and that certain reductions and amendments were warranted.

Again, we indicated that any such reductions would not affect current employees. The union, however, refused to consider same.

At some point during these discussions, about the different status of current employees and new employees, Mr. Danetra indicated that such a thing was unheard of, and he couldn't consider such an arrangement, at which point Mr. Palmieri explained to Mr. Danetra that, in fact, he engages in such practice by allowing for different vacations depending upon seniority and that while this is far from unheard of, it would present them with the additional problem of, in fact, negotiating two contracts.

We explained on behalf of the company that we wished to do right by the current employees and did not wish to see them suffer any reductions.

However, we did not believe that it was in the company's best interest to provide such a broad range and extensive benefits for new employees and, therefore, wish to make these adjustments.

The union again contended that they could not see the reasonableness of this.

I wish to add at this time that during the discussion of pension at this meeting we brought forth the proposition that the union or management provide a separate pension solely for the benefit of respondent employer's employees.

The reasoning behind this was that the employer had made contributions to the pension fund, yet due to his turnover there are no employees who would be qualified to collect thereunder.

While the employer fully realizes the importance of the pension for his employees, both to effect a reduction in turnover and to

build a pride within the employee, the employer felt that to simply contribute to a mass fund from which his own employees do not seem likely to benefit is a waste, that he would be willing

36 to continue making contributions and would even be willing to consider additional contributions to a pension fund whereby the proceeds thereof were to go to the benefit of his employees and not to the employees of employers engaged in other industries whom the union had under contract.

The union rejected all demands with regard to mangement's requested changes under Article 31 simply contending that they felt the schedule as it appears in the expiring contract was fair and adequate.

Management indicated to them that certain reductions were in order in view of the depressed economy in general and to promote additional work for the personnel because it now becomes prohibitive for the company to undertake certain work because at the rates as described in the schedule which expired, the cost projections would indicate that the work could not be profitably performed at such rates of pay.

We explained to them that it was in everyone's best interest for the company to adopt at maximum efficiency at a maximum level of production and to require the company to pay at these scales which are equivalent to the rates of pay in the construction industry would have to be a hardship and would, therefore, decrease the amount of work available.

37 Article 34, with regard to management's demands A, B and C, it was decided that job categories would be established.

Now, it was agreed that again that meeting and the next meeting management would consider certain job categories and would propose them at a later date.

On April 10th, a letter was written confirming to the best of management's recollection, what had transpired at the meetings of April 1st and April 4th and also summed up management's basic positions with regard to the demand of February 1st, for the record, that management did not feel a reduction in the hours of work was warranted.

By the next negotiation session, it was hoped that management would have had adequate time to review the pension and insurance plan.

With regard to vacations, we felt the whole matter had to be reconsidered, that with respect to holidays for new employees, there should be a decrease by at least one holiday and recommended the elimination of Lincoln's Birthday or Columbus Day.

Management further offered that with a revised wage base and the adoption of job classifications taking into consideration the various demands made by management, management would then
38 offer a ten cent per hour wage package increase.

We feel, with regard to our position of a productivity standard, that this is presently management's prerogative and should not be a joint study.

However, we did agree with the union's demand that bonuses be instituted for those exceeding the standard.

Work rules will be developed incorporating other points and that, finally, management's position with regard to new jobs would reflect the union's position that an updated model of a machine currently in use would not constitute a new job.

To define a new machine, management felt that a machine which would perform essentially the same job does not constitute a new job that at least 80% of the new machines' capability is the same capability as the machine being replaced, and if no further training is required to operate said new machine.

At many times during the various negotiating sessions, the union claimed that management should discuss the economic issues first before the other demands be considered.

I explained to them that regardless of any claimed demands that were given, in effect all demands or nearly all demands are
39 economical and that the specifics must be taken one at a time so that management could realistically appraise the cost of the entire package.

There is no way that vacations, holidays, overtime, jury service, death benefits, et cetera, can be considered anything but economic issues, and without a resolution to those issues, management has no way to contemplate what its cost would be and to budget an increase in wages.

The meeting was thereafter adjourned with the understanding that due to the impending Jewish holidays, there would be a delay before the next meeting.

Several letters were allegedly exchanged between counsel for the union and my office in the interim.

Neither my files nor my records reflect receipt of counsel's letters of April 16th, April 29th or May 2nd.

However, it is possible that such letters had been, in fact, received by this office.

In any event, on April 5th, a letter was received recommending the matter be submitted to arbitration.

I immediately responded, indicating that to go to arbitration would be premature, as the union had not negotiated in good faith, and in the second instance, that the traditional practice of both management and labor would be to submit to arbitration and to surrender control of the situation and that such would be unacceptable.

40 I indicated that if serious negotiations were entered into by the union and agreement was reached on the majority of the points,

leaving only certain questions unresolved, the company might be willing to submit same to arbitration.

I indicated that their accusation that the company was unable to come to grips with the economic issues was simply a ruse to hide the fact that the union was not willing to negotiate anything other than their demands and, in fact, it was our impression that they were very disturbed that the company had the audacity to make any demands of its own.

The same meeting was held at the office of Mr. Palmieri on May 9th. The meeting was called for 1:00 p.m. I was present at 1:00 p.m.

However, the meeting did not start until 1:45. I was explained that they were waiting for my client to arrive. I inquired as to why they thought his presence was necessary when, in fact, there was no assurance that he would even be there, and they simply indicated that they thought I was waiting for him since I didn't make an issue out of being held up in the waiting room for 45 minutes.

Mr. Danetra and Mr. Palmieri were there for the union.

41 Mr. Roth and I represented management.

I advised them that during the interim, there was an opportunity to have the various medical benefits studied, and under the circumstances, we felt it best continue with the union's medical plan.

However, we saw no immediate reason for increasing our contribution thereto.

The union argued that they are constantly improving their plans, that their costs have been going up and that under the circumstances, they required more money if they were going to continue the same benefits.

I agreed to consider the union's revised medical plan with a possible increase in contributions provided they could tell us what it was going to be and what in terms of additional benefits.

I felt it was ludicrous for us to agree to pay money for an unknown quantity, that if and when they would spell out for us what the penalties were to be, we would then consider whether or not we would increase our contributions, and if so, by how much.

With regard to pension, contrary to my indication, the discussion provides our preceding the pension arose at the meeting of May 9th and not at the earlier meeting.

42 This was proposed that with respect to new employees, the employee must be in the company's employ for two years before contributions were to begin, that where the union plan did not provide for reasonable investing of benefits, we felt that benefits should invest after the completion of ten years in the employ of Romo Paper.

Three: We felt that if this was to be Romo Paper's own pension plan, in view of the significant turnover in employees, there would be no necessity for an increase in contributions in order to maintain the same benefits.

The union argued that it would be impossible to provide the same benefits, and if that was to be the situation, especially in light of the fact that there was to be no contribution during the first two years of employment, we felt that their argument sense and did agree that after the fifth year of an employee's employment, we would be wrong to increase the contributions to such employee to $7 to both compensate for the lack of contributions during the first two years and to compensate for the fact that the pension was invested in the employee after ten years.

We argued that. We felt that a pension was a necessary benefit to provide an employee, that it was ridiculous for us to drain the company's financials to provide pensions for em-
ployees of other companies who have no relationship or interest
43 in Romo Paper, as in the case under the current circum-
stances.

The projection of employees who collect under Romo Paper's pension, current pension, is relatively small whereas under the plan as proposed by management all contributions by the employer would go to employees of Romo Paper.

At that point, the union indicated that there was an additional benefit included under the pension plan to with disability benefit we indicated that there should be such a provision and that if the union were to agree to our proposal, we would certainly be inclined to continue the benefits along the same lines.

Again, we indicated that we would prefer current employees to continue under the existing plan, if possible, with the revised plan affecting only new employees.

There was some reference by the union to the fact that actually that may be difficult to work out, and we indicated that while it would certainly not fall within the confines of the current plan, it would certainly be of a nature to warrant further investigation before it would be dismissed out of hand.

The union at that point agreed to consider the matter further.

We then went on to the area of job classifications. I advised
44 them that while we had available certain job classifications that had occurred to Mr. Roth, it appeared to us that to unilaterally establish such categories would be ridiculous and that it would be in everyone's best interest to review them out jointly by reviewing the various positions available within the firm.

At that point, we jointly developed the following job classifications: pressman for an offset press, paper cutters on a simple machine, number one programming machine, number two programming machine, a ruling machine operator, maintenance personnel, general helpers and truck drivers.

We reemphasized the fact that the company's counter-proposals for holidays, vacations, severance, medical and pension apply only to new employees.

The kind of a proposal did govern the overtime provisions, however.

We then went on to negotiate with specific reference to my letter of April 10th.

The union refused to change their position with regard to Article 2. The union contended that they were willing to accept our distinctions with regard to new and old machines, but that all such positions would be union positions under the contract and work to be negotiated.

At that point, the union offered to arbitrate the matters again.

I again indicated our position with regard to arbitration.

The union then offered mediation. I advised them that I would consider it and respond to them by mail.

At the end of the meeting, Mr. Danetra indicated that this was the first time he felt secure with management's good faith negotiating.

I had made a statement to the effect that management had been making moves to try and negotiate an acceptable agreement, and we felt the union had not been negotiating in good faith.

We felt that their position had been one of arbitrariness and capriciousness in that they would unilaterally and out of hand reject management's proposals without giving due consideration to the reasoning that went into such proposals.

It appeared that the union was only interested in the four or five areas which they brought to the bargaining table and had effectively issued an ultimatum that until their demands were negotiated, they would not go further with regard to management's demands.

The general feeling at the end of the meeting on May 9th
46 based upon Mr. Danetra's statement, however, was that the union would go forth in good faith and attempt to negotiate a contra[illegible]onsidering the demands of management and that management was willing to consider and negotiate the union's demands in that an agreement would soon be reached.

This statement represents my recollections with regard to the various negotiating sessions which took place.

Unfortunately, having entered each and every one of those sessions with the hope that an agreement could be consummated and with the knowledge that management was entering it with the expectation that a resolution of the difference could be arrived at, I saw no need to take detailed notes of the conversations other than to indicate the positions taking on points raised.

Also, inasmuch as much of this statement relates to recollections, it must be understood that the sequence of events as dictated and the statements made, as well as when they were made, are in the basis of my best recollections and may not be accurate.

I, Robert J. Dinerstein, affirm under the penalty of perjury that this statement is true to the best of my knowledge.

ROBERT J. DINERSTEIN

[EXCERPTS FROM TRANSCRIPT OF PROCEEDINGS]

1 BEFORE THE NATIONAL LABOR RELATIONS BOARD

Twenty-Ninth Region

In the Matter of:	
ROMO PAPER PRODUCTS CORP.	
and	Case Nos. 29-CA-3864 29-CA-3999
FOLDING BOX, CORRUGATED BOX AND DISPLAY WORKERS UNION, LOCAL 381, INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE AND PAPER MILL WORKERS, AFL-CIO	

16 Court Street
Brooklyn, New York
Tuesday, October 15, 1974

The above-entitled matter came on for hearing, pursuant to notice, at 12:35 o'clock, p. m.

BEFORE:

LOWELL GOERLICH, ADMINISTRATIVE LAW JUDGE

APPEARANCES:

HOWARD EDELMAN, Esq.
16 Court Street, Brooklyn, New York, appearing on behalf of the Counsel for the General Counsel

SANFORD E. POLLACK, Esq.
and
ROBERT J. DINERSTEIN, Esq.
Of Counsel, Gutterman & Pollack, Esqs., 71 South Central Avenue, Valley Stream, New York, appearing on behalf of the Respondent.

APPEARANCES (Continued):

DANIEL PALMIERI, Esq.
Of Counsel, English, Cianciucci, Reisman & Perez, Esqs., 1501 Franklin Avenue, Mineola, New York, appearing on behalf of the Charging Party

* * * * *

AFTERNOON SESSION

(1:30 o'clock P. M.)

JUDGE GOERLICH: We will be in order.

I think you indicated that you had pretrial matters you wanted to go into?

MR. POLLACK: That is correct.

JUDGE GOERLICH: You may proceed.

MR. POLLACK: With respect to Case No. 29-CA-3864, your Honor, the Respondent wishes to withdraw its denial and therefore admit the allegations contained in Paragraphs 1, 4, 5, 6, 7 and 9.

JUDGE GOERLICH: I take it that is acceptable to General Counsel?

MR. EDELMAN: It is, your Honor.

MR. POLLACK: The Respondent would further move to amend its Answer to correct what it deems a typographical error in Paragraph 2 of that Answer.

We deny Paragraphs 14, 15, again 15 and 17.

The second 15 I would move to be changed to 16 so that the denials would be 14, 15, 16 and 17.

JUDGE GOERLICH: Any objection?

MR. EDELMAN: I noticed that. I don't believe I do.

* * * * *

9 MR. EDELMAN: General Counsel calls John Danetra.

Whereupon,

JOHN DANETRA

10 was called as a witness by and on behalf of the General Counsel and, having been first duly sworn by Judge Goerlich, was examined and testified as follows:

JUDGE GOERLICH: State your name.

THE WITNESS: John Danetra.

JUDGE GOERLICH: Your address, sir?

THE WITNESS: Glen B Lane, Glen Head, New York.

JUDGE GOERLICH: And your age?

THE WITNESS: Thirty-seven.

JUDGE GOERLICH: Mr. Edelman, I would prefer you not going into a series of negotiation sessions.

What I prefer is that you ask specifics with respect to bargaining in bad faith.

I don't want to listen to a long series of negotiating sessions without any materiality.

If you have some specific things that you claim depict bargaining in bad faith I would suggest that you get to them right away.

I think you mentioned one or two during the pretrial conference.

MR. EDELMAN: Right.

I don't see how I am going to be able to avoid going into --

JUDGE GOERLICH: I think we can stipulate the dates of the

11 bargaining sessions that you claim or at which you claim there was bad faith bargaining.

MR. EDELMAN: All of them.

JUDGE GOERLICH: Well then, what were the dates?

MR. EDELMAN: Well, there was March 11th, there was April 1st, April 4th, May 9th, July 31st.

JUDGE GOERLICH: You agree to the stipulation that bargaining took place on those dates?

MR. POLLACK: At least on those dates.

JUDGE GOERLICH: Very well, that stipulation will be accepted.

Now, any of those dates in which the General Counsel does not claim bargaining in bad faith occurred I suggest that you need not go into.

MR. EDELMAN: Very well.

DIRECT EXAMINATION

Q. (By Mr. Edelman) Mr. Danetra, do you hold any position with Local 381? A. Yes.

Q. What is the position? A. I'm vice president.

Q. Mr. Danetra, let me ask you this, has Local 381 represented the employees of Romo Paper at any time during the past -- strike that.

JUDGE GOERLICH: Were you the chief negotiator at the meetings that we did refer to?

12 THE WITNESS: Yes, I was.

JUDGE GOERLICH: For the Union?

THE WITNESS: Yes.

JUDGE GOERLICH: Go ahead, that is sufficient.

Q. (By Mr. Danetra) Are you aware of any prior bargaining relationship between Local 381 and Romo? A. Yes.

Q. Was there a prior bargaining relationship? A. Yes, there was.

Q. Do you know about how long Local 381 has had a bargaining relationship with Romo Paper? A. About 11 and 12 years.

Q. Beginning when? A. I believe it was 1961.

Q. When you talk about a bargaining relationship were there collective bargaining agreements negotiated between Romo and 381? A. Yes, there was.

Q. That was beginning of 1960, on or about? A. On or about '61, I think.

Q. And the last one expired on or about when? A. September, '72.

Q. Were these contracts continuous? A. Yes.

13 Q. By that I mean successive ones, one expired and one would take its place?

JUDGE GOERLICH: As I understand the position of the General Counsel the period from September, '72 to March 11th is not concerned in this proceeding; is that right?

MR. EDELMAN: Except that the period may be relevant in the form of background evidence.

It is not alleged to be an unfair labor practice, that is correct.

JUDGE GOERLICH: You don't claim that this case concerns any bargaining in bad faith prior to March 11th?

MR. EDELMAN: Not this case, not upon which any ULP should be found, no.

JUDGE GOERLICH: Very well.

MR. EDELMAN: Your Honor, if I may go off the record just to propose a stipulation perhaps?

JUDGE GOERLICH: Off the record.

(Discussion off the record.)

JUDGE GOERLICH: On the record.

MR. EDELMAN: We have a stipulation I believe with respect to the introduction into evidence of the 1961, 1963 and 1966 contracts.

We do not have a stipulation with respect to the admission of the 1969 contract.

JUDGE GOERLICH: Is there some question about it?

14 MR. POLLACK: If your Honor please, the stipulation which Mr. Edelman is describing to you is a stipulation wherein the Respondent

would agree to put into evidence, without agreeing to the relevancy of the documents, photostatic copies of the '61, '63 and '66 collective bargaining agreements.

JUDGE GOERLICH: I will admit those at this point.

MR. POLLACK: I will insist, however, that the Best Evidence Rule with respect to the 1969 agreement be enforced.

That document is available.

I am holding it in my hand, being given it by the Charging Party.

JUDGE GOERLICH: What is your reason for having the original in the record?

MR. POLLACK: Your Honor, it is part of my case in chief and it is going to be extremely difficult for me to --

JUDGE GOERLICH: Why don't you offer the original and perhaps at the end of the case you may move to withdraw it and we won't need it any longer.

MR. EDELMAN: I don't know if I can.

MR. POLLACK: That is all right.

Would you repeat what you said?

JUDGE GOERLICH: I said after we finish with the case the chances are we won't need it any longer and I will entertain a motion to withdraw and substitute.

MR. PALMIERI: As long as Mr. Pollack agrees.

MR. POLLACK: No, no, he is going to entertain a motion.

I may oppose that motion at the time.

Do we understand that, your Honor?

JUDGE GOERLICH: I allow substitutions unless there is something unique about the original such as a signature or something like that that the reviewing authorities are required to look at to determine whether it is a legitimate signature.

If there is nothing in it which turns out to require specific viewing by a reviewing board, reviewing board or the Courts, normally I allow the withdrawal of the original and substitution of a copy.

MR. PALMIERI: All right.

JUDGE GOERLICH: What this will turn out to be I don't know but obviously Mr. Pollack can stand on his demand for the best evidence.

Go ahead. Have you had that one marked?

MR. EDELMAN: No, I would suggest that we mark them General Counsel Exhibit 2-A, B, C and D.

JUDGE GOERLICH: Very well, I will admit them all.

16 (The documents above-referred to were marked General Counsel's Exhibits 2-A, 2-B, 2-C and 2-D, and were received in evidence.)

Q. (By Mr. Edelman) Mr. Danetra, I take it by the terms of the last agreement, the '69 to '72 agreement, that agreement had expired and I ask you, on or around February 1st do you recall sending any letter to Respondent in connection with negotiations for a new agreement? A. Yes, I had.

MR. POLLACK: February 1st of what year?

MR. EDELMAN: 1974.

* * * * *

18 Q. (By Mr. Edelman) On February 1st was there any strike or picketing action at Romo premises? A. Yes, there was.

Q. Has the strike been continuous? A. Yes, it has.

Q. Is it continuing today? A. Yes.

Q. When did that strike start? A. About September the 5th, 1972.

Q. It has been continuous from that point until today?

A. Yes, it has.

Q. In connection with the strike is there any picketing taking place? A. Yes, there is.

Q. Do the pickets carry signs? A. Yes.

Q. What do the signs say? A. That Romo is on strike.

Q. Are there any employees or former employees of Romo who are engaged in the picketing to date? A. Yes, there are.

Q. Returning to your February 1st letter did you receive any
19 contact from either the Respondent or its Counsel after you sent the February 1st letter? A. Yes, I did.

Q. Can you tell me on or about when you received your first contact? A. About March the 1st.

Q. What type of contact was that? A. It was a telephone call from Mr. Dinerstein left with my secretary and I returned the call.

Q. Was there a message? A. I spoke to Mr. Dinerstein.

Q. On that date? A. Yes.

Q. Or a day or so later? A. Yes.

Q. Can you recall your conversation as closely as possible that you had with Mr. Dinerstein? A. Mr. Dinerstein had wanted to set up a meeting for the purpose of negotiations.

JUDGE GOERLICH: Who was it you talked to?

THE WITNESS: Mr. Dinerstein, Bob Dinerstein.

JUDGE GOERLICH: I don't hear you.

THE WITNESS: Robert Dinerstein.

Q. (By Mr. Edelman) Was there any date set in this conversation with Mr. Dinerstein? A. There was no definite date set right then and there.

20 I did get in touch with Mr. Palmieri.

Q. That is your Counsel, I take it? A. Yes.

Q. When you got in touch with Mr. Palmieri what, if anything, did you speak about?

MR. POLLACK: Objection.

MR. EDELMAN: Withdrawn.

JUDGE GOERLICH: Are you claiming as an element of bad faith the fact that the Employer refused to meet with the Union at its request?

MR. EDELMAN: Your Honor, we are not claiming that specifically.

We merely feel that the whole facts as developed indicate an overall attitude of bad faith.

We feel that the demands or the proposals by the Employer when viewed in the light of the prior unfair labor practices, when viewed in the prior contract and prior contracts, we feel that the fact that a few negotiations that were held, we feel that the discussion that took place in the negotiations themselves, again when viewed in light of the prior unfair labor practices and the prior bargaining history, indicates on the part of Respondent an overall desire not to enter into any contract, an overall desire and plan on behalf of the Respondent to present to
21 the Union a proposal which the Union could not accept and which Respondent knew the Union would not accept.

To do so in a long period of time, as long a period of time as possible, we feel that all of the conduct evidences bad faith.

JUDGE GOERLICH: Very well, let us get moving here.

Q. (By Mr. Edelman) I direct your attention to March 4th and ask if you recall having a conversation with Mr. Palmieri on that date? A. Yes, I did.

Q. Can you tell me your conversation with Mr. Palmieri?

MR. POLLACK: Objection.

JUDGE GOERLICH: I will allow what he said to Mr. Palmieri going to the evidence but I will not allow what Palmieri said to him.

That is hearsay.

MR. POLLACK: Are we waiving the attorney-client privilege, your Honor?

I realize it is not mine to raise.

JUDGE GOERLICH: The client can waive it. If he answers the question he waives it.

MR. POLLACK: For all time, you know.

There are going to be lots of conversations between the attorney and his client.

22 JUDGE GOERLICH: I assume the General Counsel is going to call the Attorney as a witness?

MR. EDELMAN: That is correct.

JUDGE GOERLICH: I can't think of any greater waiver than that.

Q. (By Mr. Edelman) Did you have any conversation with Mr. Palmieri on March 4th? A. Yes, I did.

Q. What was your conversation with Mr. Palmieri? A. He had told me that he made an appointment to meet with Mr. Dinerstein for March the 6th at 10:30 or 10:00 o'clock in the morning at their offices.

Q. Subsequent to your conversation with Mr. Palmieri did you receive any communication or have any communication with Mr. Dinerstein? A. Mr. Dinerstein called the next -- this same day or the next day, I can't remember exactly, and said that he would have to change the date of the meeting because it was a Jewish Holiday or something involved and I didn't make any date but I asked him to call Mr. Palmieri or I called Mr. Palmieri and they got together.

Q. Do you recall anything further in connection with your conversation with Mr. Dinerstein? A. He asked if I would be available to meet at night for a meeting.

23 He wanted to change the date to a night meeting and I told him at this stage of the game I would not meet with him at night but I would meet with him any other day or late afternoon if they wanted.

I also tried to mention a couple of days but he said he was tied up in Court for that week and he didn't know exactly what date he could meet.

JUDGE GOERLICH: Did you finally agree on March 11th?

THE WITNESS: Mr. Palmieri did.

JUDGE GOERLICH: Very well, let us proceed with March 11th.

Now, is it your intention, Mr. Edelman, to call both Mr. Palmieri and Mr. Danetra to go over the same --

MR. EDELMAN: No, it is not my intention, no.

JUDGE GOERLICH: Very well.

Q. (By Mr. Edelman) Mr. Danetra, I direct your attention to March 11, 1974 and ask you if on that date a negotiation with Respondent representatives took place? A. Yes, it did.

Q. Can you tell me where it took place? A. At the Valley Stream office of Mr. Pollack.

Q. Can you tell me who was present at that office? A. Mr. Dinerstein, Mr. Roth, Mr. Palmieri, Mr. Ingordo.

Q. And Mr. Ingordo is? A. Business Agent of Local 381, and myself.

24 Q. What time was the meeting scheduled to take place?

A. At 3:00 o'clock.

Q. What time did the meeting take place? A. About 3:45.

Q. Did you meet with Mr. Dinerstein during the course of this meeting? A. Yes, during the course of the meeting Mr. Dinerstein was there.

Q. You say the meeting took place 45 minutes later.

Was there any reason why the meeting did not take place as scheduled? A. Mr. Dinerstein came out to greet us and told us that Mr. Roth will be late.

Q. I take it Mr. Roth eventually arrived? A. About 3:45.

JUDGE GOERLICH: Has Mr. Roth been identified?

MR. EDELMAN: I believe in the complaint.

MR. POLLACK: We will stipulate Mr. Roth is the President of the Respondent.

MR. EDELMAN: It said that in the complaint, I believe.

JUDGE GOERLICH: Very well.

Q. (By Mr. Edelman) Mr. Danetra, would you tell us exactly what took place at this negotiation and exactly with respect to conversations that took place, who said what and to whom? A. Well, Mr. Dinerstein did most of the talking.

In fact, did all of the talking.

Mr. Dinerstein throughout the whole thing, did most of the talking, so whatever I would say would be Mr. Dinerstein's words.

Q. Well, when you say throughout the whole thing are you talking about all of the negotiations? A. Most.

Sam said very little. Most of the words were Mr. Dinerstein's words.

Q. Where Mr. Roth spoke on behalf of Respondent you will indicate? A. Yes, I will.

Q. Can you tell me again what took place during the course of this meeting? A. Yes.

We started to go over our February 1 proposal and --

JUDGE GOERLICH: Well now, did you have a copy of it there?

MR. EDELMAN: Your Honor, I believe that we had.

JUDGE GOERLICH: Do you expect to offer that February proposal?

MR. POLLACK: It is in, your Honor.

It is part of General Counsel's Exhibit 3.

JUDGE GOERLICH: Well, will you show that to him and ask him if that is what he was talking about so the record is clear?

MR. EDELMAN: Yes, I will.

Q. (By Mr. Edelman) Mr. Danetra, I show you General Counsel's Exhibit 3 in evidence and ask you did that represent the Union's demands? A. Yes, it did.

JUDGE GOERLICH: Is that what you discussed at the March 11th meeting?

THE WITNESS: We started to discuss it. There is more to it.

JUDGE GOERLICH: Very well.

Q. (By Mr. Edelman) Why don't you indicate exactly what your discussion was in connection with these demands. A. Yes. Mr. Dinerstein brought up the fact that we were asking for a 35-hour work and he pointed out to us that all his competitors were in a 40-hour week and he didn't think that they could afford 35 hours.

MR. POLLACK: If your Honor please, before we go on I notice that the witness has in his possession a folder.

I'm not quite sure whether he is referring to it or not but I
27 wonder if he is using it to refresh his recollection, if it could be so indicated and if it is not, we can avoid the use of it.

JUDGE GOERLICH: Place the folder on the desk and when you get to the point where you need to refresh your recollection your Counsel or Union Counsel will let you.

A. (Continuing) I asked him who his competitors were so we can check whether they had a 35 or 37-1/2 or 40-hour contract and they wouldn't tell us.

But we started to go over some other parts of the letter and then Mr. Dinerstein said "Well, I can't really give you any answers because I don't have a copy of the previous contract."

We had a copy with us and he sent out to have some copies made.

When they came back we proceeded in going over our letter against the contract.

JUDGE GOERLICH: Against what contract?

THE WITNESS: Against the previous contract, the 1972 expiration of the contract.

JUDGE GOERLICH: The letter which has been marked as -- what is the exhibit number?

MR. EDELMAN: GC-3, your Honor.

JUDGE GOERLICH: Were they the changes that you desired?

THE WITNESS: That was to change the proposal.

28 JUDGE GOERLICH: From the prior contract, those are the changes you wanted to the prior contract?

THE WITNESS: Right, but they didn't have a copy of the previous contract.

JUDGE GOERLICH: All right, go ahead.

THE WITNESS: Well, essentially we read our proposal and the Company said no to just about all of the proposals.

Q. (By Mr. Edelman) Why don't you take the proposals and look at each one and can you tell me what was said with respect to each proposal?

JUDGE GOERLICH: By whom?

Q. (Continuing) -- and by whom? A. Mr. Dinerstein.

JUDGE GOERLICH: Go ahead.

Q. Or by the Union, however the case may be.

JUDGE GOERLICH: Go ahead, do it as General Counsel suggest.

A. In the first article I mentioned before the 40 hours, the first change in that.

Q. What was the Company's position, if any, with respect to that? A. Well, their competitors had 40 hour weeks and they were not -- they could not afford to change it to 35 hours.

29 JUDGE GOERLICH: They were unable to tell you the individuals?

THE WITNESS: They were not.

JUDGE GOERLICH: Very well. Let us go to the next one. That one we already covered.

THE WITNESS: Dealing with the pension which is the next --

Q. That is Proposal 2? A. That is proposal 2 of my proposal, of the Union proposal.

The Company said that they would like to have their own plan rather than the Union plan.

They wanted to handle the pension plan on their own.

They said the same thing for Number 3.

Q. Which is what? A. Which is the insurance coverage.

Q. They wanted their own plan on the insurance coverage? A. Yes.

Q. Was there any other discussion on three? A. Yes, we had discussion about two and three combined, I believe, and I told them that we would go along with the insurance if they can guarantee that they would give the exact same coverage and the exact same coverage and the exact time rather, the quickness of the service that we gave them because we are self insured nd we can return our claims within the same day they are back in the mail.

He wasn't too sure about the pension and asked for some pension books, and --

Q. When you say he you are referring to -- A. Mr. Dinerstein.

Going on to the fourth --

Q. That is the year-end vacation? A. Mr. Roth I think did point out at this time that his year-end vacation was usually given in place of the Jewish holidays and I said that we would go along with it.

Any part of religious reasons or any parts of the contract was changed and had been changed before.

In other words, they were using it before and if we did reach a final arrangement I'm sure we could work them in too.

Q. Was there any other discussion on Paragraph 4? A. Not that I can recall.

Q. Do you recall any discussion in connection with eligibility for the year end? A. Yes.

No, not at that time, no.

31 Wait a minute. No, I can't recall at that time.

Q. How about with respect to Paragraphs 5, 6, 8 and 9 of your proposal? A. This all reflected the seven, of 7-1/2 hours against the eight hours of his contract and they said no.

It was the same -- it would be a cost item and it was just an up in the air item.

JUDGE GOERLICH: That tied in with the 35-hour week?

THE WITNESS: Yes, that is all tied in with the 35-hour week.

A. (Continuing) Article 7, no answer was reached on that.

We just read it and they did not agree.

Q. You say you read it.

Did Mr. Dinerstein take a position? A. They could not go for it.

Q. I take it there was no discussion? A. Not that I can recall.

JUDGE GOERLICH: What was Article 7? What is that about?

THE WITNESS: Dealing with vacations.

JUDGE GOERLICH: Did you seek additional vacation from what you had before?

32 THE WITNESS: We wanted to get a different schedule or a different way of computing the amounts of money received.

JUDGE GOERLICH: It would cost the Company some money?

THE WITNESS: Quite possibly. I have no way of knowing.

JUDGE GOERLICH: Go ahead.

THE WITNESS: The article dealing with holidays is Number 8.

We are asking for three holidays which was in keeping with all the other companies.

JUDGE GOERLICH: You were asking for three additional holidays?

THE WITNESS: That's right.

Q. That is over the 1969-1972 contract provision? A. Right. I pointed out to Mr. Dinerstein that in 1972 Sam and I had pretty much agreed on a holiday.

Q. When you talk about Sam you are referring to Mr. Roth? A. Mr. Roth, I'm sorry.

Q. When you talk about a holiday, an additional holiday? A. An additional holiday over and beyond what they were getting in their 1969 contract.

33 The other two holidays reflected holidays that we have gotten in between the time the picketing took place and the present.

MR. POLLACK: I am sorry, the question dealing with holidays and the answer, could I have that read back? I know it is rather lengthy but it was confusing to me.

JUDGE GOERLICH: All right.

(Whereupon, the pertinent portion of the record was read by the Reporter.)

JUDGE GOERLICH: Go ahead.

A. (Continuing) Article 9 or Number 9 dealing with the hours of work also reflected our 35 hour proposal.

Q. Was there any discussion on that? A. Well, the Company did contend throughout all of the shortening of the work week that they could not go to a 35 hour week because of their competition.

JUDGE GOERLICH: Now, when you requested a 35 hour week did you request the 35 hour week at the same wages that the employees had earned when they were working a 40 hour week?

THE WITNESS: That was not discussed.

JUDGE GOERLICH: Go ahead.

Q. (By Mr. Edelman) Did you have any discussion concerning Paragraph 10? A. Yes. The Company said that they could never
34 afford a dollar an hour.

Q. When you say the Company I take it you are referring to -- A. Mr. Dinerstein, and that it would be impossible to discuss wages at this time.

JUDGE GOERLICH: Did he tell you why it would be impossible to discuss wages at this time?

THE WITNESS: He said that.

Well, I don't remember now.

Can I just look at these notes for a second to see if there is any -- I forgot --

JUDGE GOERLICH: Counsel will guide you if he thinks you forgot something and he will ask you to refresh your recollection.

Q. (By Mr. Edelman) Do you recall any conversation in connection with a reason by Mr. Dinerstein for his refusal to discuss wages?

MR. POLLACK: Objection to the form of the question, your Honor.

I think the witness should not be asked a leading question backwards which is what is really being done.

JUDGE GOERLICH: Well, now, have you exhausted your recollection of what transpired during those negotiation sessions, that particular one?
35 Do you remember anything else on the subject that General Counsel is interrogating you about?

THE WITNESS: Yes, a couple of things that could pop in my mind.

One was they gave us a letter which we have admitted, and in effect it was a management saying clause and we didn't discuss it other

than to say we would look into it and get back to them at some future date with our answer.

I also remember a part about the wages.

The Company kept contending that they couldn't afford.

After all these problems they couldn't afford to talk about wages or holidays or anything like that.

That was basically their argument.

Q. (By Mr. Edelman) You talk about the Union, the Company presenting you with the proposal at this meeting? A. No, sir.

Q. Did the Company -- you talk about the Company --

A. I'm sorry.

Q. You mean the Company handed you a letter, did you say?

A. Yes, it was a letter, a typed letter taken from -- you have it.

I gave it to you this morning.

36 MR. EDELMAN: I would like to have this document marked for identification as General Counsel's Exhibit No. 4.

(The document above-referred to was marked General Counsel's Exhibit No. 4 for identification.)

Q. I show you General Counsel's Exhibit marked for identification as Number 4 and ask you if you have ever seen this before?

A. Yes, I have.

Q. Can you tell us what it is? A. This is the paper that Mr. Dinerstein gave me at that meeting.

Q. That you referred to? A. Yes.

MR. EDELMAN: I offer the document in evidence.

JUDGE GOERLICH: Any objection?

MR. POLLACK: None.

JUDGE GOERLICH: It may be received.

(The document above-referred to heretofore marked General Counsel's Exhibit No. 4, was received in evidence.)

Q. (By Mr. Edelman) Was there any discussion concerning General Counsel's Exhibit 4? A. Only that we would read it and get back to them.

Q. In connection with the discussion that you had with respect
37 to the holiday proposal on the Union's report do you recall any discussion in that area that you have not testified to at the present time?

Do you recall discussing eligibility? A. Not at this time, no, sir.

* * * * *

45 Q. (By Mr. Edelman) Mr. Danetra, have you looked at your notes in connection with the March 11th meeting? A. Yes, I have.

Q. These notes, I take it, were made at the meeting or contemporaneously thereto? A. Yes, they were.

JUDGE GOERLICH: Do you have further questions of this witness?

Q. (By Mr. Edelman) Have you reviewed your notes?

A. Yes, I have.

Q. Was there any further conversation that took place that you have not related to this Court? A. Yes, in reference to the year-end vacation the Union had proposed a 90 day waiting period to be eligible.

46 Q. You say the Union proposed? A. The Union proposed the 90 day waiting period.

Q. I direct your attention to April 1st, 1974 and I ask you if on that date you recall being present at a negotiating session?

MR. POLLACK: Are we finished with the meeting of March 11th?

MR. EDELMAN: Yes, we are.

MR. POLLACK: Could I ask that the witness' notes with respect to the March 11th meeting be marked at this point?

MR. EDELMAN: I am not going to introduce them.

MR. POLLACK: I want them marked. I will introduce them, but the witness has used them and I would like to have them marked.

JUDGE GOERLICH: I don't think that it is necessary at this point.

They are available here.

The witness obviously is not going to take them out of the Courtroom.

Go ahead.

I can have them marked on cross-examination as your documents if you so desire.

Go ahead, Mr. Edelman. You are inquiring of April 1st.

47 Q. Right, was there a meeting on April 1st, Mr. Danetra? A. Yes, there was.

Q. Where did the meeting take place? A. At Mr. Palmieri's office.

Q. When was it scheduled to take place? A. At 2:30.

Q. At what time did it take place? A. At 3:30.

Q. Can you tell me who was present at the meeting? A. Mr. Dinerstein, Mr. Roth, Mr. Ingordo, Mr. Palmieri and myself.

Q. Was there any reason the meeting began at 3:30 rather than 2:30? A. Yes, Mr. Dinerstein was late.

Q. You may use your notes.

As a matter of fact, I wish you to use your notes to answer the next question, the next question is can you tell us exactly what took place at the April 1st negotiating session, item by item. A. The Company handed us their proposal for a new contract.

Q. Just one second.

MR. EDELMAN: I would like to have a document marked as General Counsel's Exhibit 5.

48 (The document above-referred to was marked General Counsel's Exhibit No. 5 for identification.)

JUDGE GOERLICH: That purports to be the proposal?

MR. EDELMAN: Yes, your Honor, it is a letter which contains the Company proposals.

JUDGE GOERLICH: Is it possible to stipulate on that, Mr. Pollack?

MR. POLLACK: It is possible, your Honor.

Just let me have a moment.

I will stipulate that this is -- can we be off the record?

JUDGE GOERLICH: Off the record.

(Discussion off the record.)

MR. POLLACK: No objections, your Honor.

THE WITNESS: I have the original.

JUDGE GOERLICH: There is no objection to its admission, it may be admitted.

(The document above-referred to heretofore marked General Counsel's Exhibit No. 5, was received in evidence.)

Q. (By Mr. Edelman) With respect to General Counsel's Exhibit No. 5 which is the April 1st letter, can you describe what took

49 place -- strike that. I will rephrase the question.

Describe what took place at the negotiation? A. Well, Mr. Dinerstein presented us with the proposal and I --

Q. When you talk about the proposal, GC-5? A. Yes, Exhibit 5, yes.

I glanced through it and the first time that caught my eye was the Company's proposal on wages.

Q. Before you discuss the Company's proposals was there any conversation that took place with respect to the Company and

Union before getting into their proposal? A. Well, Mr. Dinerstein said that this was the Company's proposal.

Q. Any conversation that took place with respect to the duration of the meeting? A. Yes, Mr. Dinerstein said that he had to leave early.

Q. How early? A. We could only meet for about an hour and a half.

Q. What took place then? A. As I say I started to glance through the Company's proposal and the first item that caught my eye was the starting rate which they would like to have at $1.80.

Our previous contract had a starting rate of $2.60.

50 I said not only did I think that this was against the law, less than the minimum scale, it was also a step in the wrong direction.

We are not going forward, we are going backwards.

Q. Any other demands that caught your eye right of the bat about which there was any discussion? A. No.

Q. Will you look at the Union security provision proposal.

A. As we started to discuss it --

JUDGE GOERLICH: Did the Company ever change its position on that?

THE WITNESS: I'm sorry, I can't hear you.

JUDGE GOERLICH: Did the Company ever change its position on the $1.80 proposal?

THE WITNESS: No, they have never.

Q. (By Mr. Edelman) You then proceeded to go through the contract item by item? A. We started on the first few items of the proposal.

Q. I will show you General Counsel's Exhibit 5 which is the proposal and ask you to look at the proposal and check your notes and tell me if you will exactly what discussion took place in connection with

each item that was discussed? A. We started with Article 1, their number one.

51 Q. You are talking about GC-5, Article 1 number one? A. In the Company's proposals.

Q. That refers to Article 2 of your prior contract, recognition; is that correct? A. I believe it does.

I have to see both to make sure.

Yes, probably.

Q. It says so on the April 1 letter and I want to get it clarified for the reader of the record. A. Yes, I asked Mr. Dinerstein if I read this correctly does it mean that no new jobs would be listed under Union as a Union job?

Mr. Dinerstein replied yes, that is what it reads.

Q. What paragraph did that concern in connection with Proposal 1? A. It is right --

Q. 1-A? A. Article A, Article 2, right, third paragraph.

JUDGE GOERLICH: Did the Company change its position on that proposal at any time?

THE WITNESS: No, they haven't.

Q. Continue, Mr. Danetra. A. And there was quite a bit of discussion on my part stating "Do you expect us to allow people who are not in the Union to just work in this plant whenever the

52 Company sees fit?"

And it was Mr. Dinerstein's contention that the Company rule themselves, they should be able to decide who is going to work in the plant.

I pointed out in our previous contract that we had a clause which gave us the right of having Union people in the plant and he said "Well, this is the Company's proposal."

We also had some discussion --

Q. When you talk that you had a proposal which gave the Union --

JUDGE GOERLICH: What clause was that in a prior contract?

THE WITNESS: Under our recognition.

Q. I will show you -- A. Two.

Q. I will show you the prior contract so you can refer to it so that the reader of the record can refer to it as well. A. We had an Article 3, Union membership.

I'm sorry, Article 2, Union recognition. The Company -- do you want me to read this whole thing?

Q. No, just the paragraph that you are talking about.

That was in the prior contract which gave you the right that you

53 discussed? A. Each Employer agrees that during the terms herein and during any period of negotiations for renewal extenstion --

Q. That is Paragraph 2 in other words? A. Yes, Paragraph 2.

Q. Of Article 2 of the prior contract? A. Yes.

Q. All right.

JUDGE GOERLICH: Let us proceed.

MR. EDELMAN: I want to let the witness look at the contract because I may refer to it again.

JUDGE GOERLICH: Just go ahead and place the question.

If you need the contract it will be available. It is in evidence.

Q. (By Mr. Edelman) What was the next paragraph?

A. Well, they propose that any future companies that the Company may acquire would not necessarily have to be under our Union jurisdiction.

Q. This was what proposal? A. It is still on Article 2-A.

JUDGE GOERLICH: Was that agreeable to the Union?

THE WITNESS: No, it was not agreeable to us.

In our previous contract we had a clause which stated that they
54 couldn't do that, we would still have jurisdiction.

JUDGE GOERLICH: Did the Company ever change its position during negotiations?

THE WITNESS: No, they haven't.

Q. (By Mr. Edelman) May we determine what article in the prior contract this provision covered? A. Under Article 2, recognition, third paragraph.

Q. Was there any further discussion on the Company's first proposal, namely Article 2, recognition? A. No, that was the Company's stand.

Q. You are referring to the third paragraph.

Was there any discussion in connection with the fourth paragraph of the Company's proposal, B.

I should say -- strike that.

Was there any discussion with respect to Company's Proposal 1-B? A. Yes. I asked Mr. Dinerstein if he means that new people who are brought into the plant would not be covered under a Union contract and he said yes, that's right.

MR. POLLACK: Can I have that question re-read?

(The pending question read by the Reporter.)

THE WITNESS: I asked Mr. Dinerstein --

Q. Was there any --

55 MR. POLLACK: Can we strike the answer because I don't think it is responsive.

MR. EDELMAN: I agree.

MR. POLLACK: I move to strike.

JUDGE GOERLICH: The answer is stricken.

Q. (By Mr. Edelman) Was there any discussion in connection with the Union's first proposal, Proposal Number 1, Article B?

MR. POLLACK: The question, Mr. Edelman, I think is confusing because you are saying the Union's proposal and I think you mean the Company's proposal.

MR. EDELMAN: Right, the Company's proposal, one, Paragraph B.

A. Yes, we had some discussion.

I told Mr. Dinerstein the way I read his proposal, if Sam Roth had a plant now in operation within a 10 mile radius of his present plant or passed the 10 mile radius that it would necessarily not have to be part of our Union contract.

I asked Mr. Dinerstein if he meant by part of this paragraph that new employees would not be covered in these new locations.

Mr. Dinerstein said yes, that is right.

The new employees would not be covered.

I told him under our previous contract we have a clause which

56 states that all people who are actually working in the plant will be covered by a local Union contract.

Q. What contract provision in the old contract covered them?

A. In Article 2, Paragraph 3.

Q. Did you have any conversation with respect to the Company's proposal No. 2 which dealt with Article 3 of your prior contract? A. Yes.

Can I at this point -- can I or I have to ask you a question -- I'm sorry, yes, we have, but there was another conversation in between.

Q. All right, tell me about the conversation that took place between? A. I at this point, I glanced through the rest of the proposal and there was so much to go over I was really upset and I told Mr. Palmieri I think we should really leave, this is just -- we are going backwards.

The whole thing is just a reversal of our whole previous contract.

And Mr. Palmieri asked for a meeting and we left the room and we left Mr. Dinerstein and Mr. Roth in the room and Mario Ingordo and Mr. Palmieri and myself went into another room and had some discussion about it and Mr. Palmieri convinced me that we should go

57 over the whole thing and stay until we get it down and he thought that would be the proper way to act and I agreed.

We came back into the room and I told Mr. Dinerstein that we will stay until the end, Mr. Dinerstein and Mr. Roth and stay to the end and go over each item to the agreement.

Q. What was Mr. Dinerstein's or Mr. Roth's reply, if any?

A. Mr. Dinerstein said that he had told us previously that he was going to have to leave early and they wouldn't have time to go over the whole thing, but we would go over some items and we continued on from there.

Q. Did you next discuss the Company's second proposal which relates to Article 3 of your prior contract, Union membership?

A. Yes.

I told Mr. Dinerstein our previous contract the Company was giving 48 hours to notify the Union upon the hire of a new person and in this proposal he is asking for seven days and it is just a backward step.

I don't see any reason.

There is no great paper work involved.

We supply the cards, and there is no reason why he shouldn't let us know within 48 hours upon hiring a new person.

58 Q. That is with respect to Paragraph A of that proposal?

A. Yes.

Q. Was there any discussion with respect to Paragraph B of that proposal? A. Yes, I told Mr. Dinerstein if I read his proposal correctly that a man doesn't have to join the Union to work in the shop.

In our previous proposals we have always insisted that a man, in our previous contract, we have always insisted that a man would join the Union and this was just a reversal of that.

Q. What did you tell Mr. Dinerstein, if anything, about the proposal? A. That we could not accept the proposal.

Q. Did you indicate why, did you indicate any reason for not being able to accept the proposal? A. Well, previously we -- I had told Mr. Dinerstein previously we have had arbitrations with his Company in reference to people who are working there and not getting the right amount of wages and I brought that to his attention, that we would want to insist that our people belong to the Union.

Q. What, if anything, did Mr. Dinerstein say? A. Mr.
59 Dinerstein just keeps answering that this is the Company's proposal, this is what the Company wants.

Q. Did he set forth any reason why they had made this proposal? A. No, but he did mention to me that he was an expert at ripping contracts apart and that he was an expert in ripping contracts apart, that is all.

I said our previous contract, all this time we have had a previous contract we have never had any real language problems.

"Why are you doing this kind of thing?"

That was the kind of reply I got.

Q. His comment about ripping contracts apart was made in response to your statement about "We never had a language problem?" A. We never had a previous -- right.

Q. Was there any discussion in connection with Paragraph C of the Company's second proposal? A. Yes.

I told Mr. Dinerstein that this was a backward step.

According to our agreement, our previous agreement no boss or office staff may take part in any manual labor execpt if there was an emergency.

He said that he wanted sole discretion and wanted to work who-
60 ever he wanted into the plant, whether it be office staff or him-
self.

JUDGE GOERLICH: During this particular negotiating meeting did you inquire of or did Mr. Dinerstein explain why the Company was making a proposal of this character?

THE WITNESS: No, sir, not on those, other than on wages or money items he did give answers, but not on these.

Just said that it was the Company's proposal.

Q. (By Mr. Edelman) Did you have any discussion with respect to Paragraph D of Article 3? A. Yes.

I explained to Mr. Dinerstein in our previous contract we had a 30-day trial period during which time the Company may discharge a man for any reason it sees fit.

He is extending it to 120 days and that is just adding more to it, not making any progress.

Q. Did Mr. Dinerstein give you any reason or the Company's reason for this proposal? A. Yes, Mr. Dinerstein said he needed the time to evaluate a person and to see if they were capable of doing the job.

I did answer him and I told him that most of his jobs are general help jobs.

61 There is very few classified jobs in there and in a 30-day period if you don't know in a few days what a man can do you are not going to know in another 120 days either.

A man will show his work in a very few days.

Q. Did Mr. Dinerstein respond to this at all? A. Not that I can recall, no, sir.

Q. Did you have any discussion concerning the Company's third demand which relates to Article 4 of the prior contract, work

preservation? A. Yes, I told Mr. Dinerstein that I don't understand why he would take our present work preservation clause out.

It did cover any work that he would have been sending out before the contract was signed.

It only dealt with work that he may send out in the future.

In his present proposal he is saying all work that is sent out.

I just told him that I thought this was a backward step, I couldn't agree to it.

Q. Did Mr. Dinerstein indicate any reason for their proposal? A. Only that it was their Company and they wanted to run it as they saw fit.

62 Q. Did you make any response in this regard? A. Only that I couldn't accept this article.

Q. Was there any discussion with respect to the Company's fourth proposal which deals with Article 5 of your prior contract, reporting information? A. Yes, I told Mr. Dinerstein that according to our previous contract we would get employee records or the man's job category, his wages and his time of employment whenever we want them.

The contract left it open.

Here he just wanted to give it to us twice a year.

I explained to Mr. Dinerstein there is not much paper work involved, there's only a maximum of 22 people in his plant.

The only time we do ask for this stuff is during negotiations or just before negotiations, or if we have an arbitration where we have to know the man's rate of pay and it really doesn't come out to more than twice a year anyway.

Why do we have to change the language?

Mr. Dinerstein says well, this is the Company's prerogative, it is a lot of work and we just want it twice a year.

Q. With respect to the articles, the proposals that we have discussed, namely Company's Proposals 1 through 4, did the Com-

63 pany at any time during this or any other negotiation offer to modify any of their demands thus far? A. No.

Q. With respect to Company's Proposal 5 which deals with Article 6 of the prior contract, length of service, was there any discussion? A. Yes.

I told Mr. Dinerstein that when a man is out perhaps on compensation or out sick or otherwise laid off, our previous contract did give the man a 90 day extension on his seniority rate, and also I wasn't too sure whether compensation laws allowed taking all the time off if a man was out on compensation.

Q. That was with respect to the A Paragraph of the Company's proposal; is that right? A. Yes.

Q. Mr. Dinerstein say anything? A. He tended to agree with me and I believe he withdrew it.

JUDGE GOERLICH: Off the record.

(Discussion off the record.)

JUDGE GOERLICH: On the record.

MR. EDELMAN: Your Honor, I have just been shown a subpoena directed to Mr. Palmieri requesting his notes with respect to the meeting that took place and Mr. Palmieri is not going to testify

64 with respect to any negotiations that took place at these meetings and, therefore, I would move to quash the subpoena in connection with his notes.

JUDGE GOERLICH: Well, you know what the rule is.

MR. EDELMAN: Pardon?

JUDGE GOERLICH: You know what the rule is on that subject.

Take a look at the rule and follow the rule and I will make such rulings which are provoked by the rule.

Your oral request is overruled.

Let us proceed with this witness.

The rule gives you five days to file motions to quash as I recall it.

Let us proceed with this witness.

Q. (By Mr. Edelman) With respect to the second paragraph of the Union's Proposal Number 5, was there any conversation or any discussion concerning that? A. You say B or 5?

Q. Yes, right. A. Yes, I asked Mr. Dinerstein -- I'm sorry, I told Mr. Dinerstein that in our previous contract we do have a seniority clause and it does give the Company the right of choosing someone who has the ability to perform a job above seniority.

I asked Mr. Dinerstein why he had "where practical"?

65 Mr. Dinerstein replied something to the effect that the Company wanted to be able to put the people they thought or they wanted to on a particular job.

I discussed in a little bit more length I believe with Mr. Dinerstein our previous contract which did give the Company the right to put a man on a job that he was capable of doing it regardless of whether he had the seniority.

Q. Did Mr. Dinerstein make any comment with respect to that? A. Yes, Mr. Dinerstein did say that he would take out the sole discretion of the Company, the last line in that.

Q. Was there any discussion concerning Subparagraph C of the Company's proposal? A. Yes, I told Mr. Dinerstein that I agreed somewhat with his proposal but our previous contract did give the man a right to be called back twice and that this seemed to just take away some of our previous language.

He wanted to just call a man back once during a layoff.

Q. Was there any conversation with respect to Subparagraph C of that proposal? A. Isn't that what we just went over?

Q. Strike that.

With respect to Subparagraph D. A. I asked him why he wanted

66 to eliminate this paragraph from our contract and I didn't get any answer.

Q. With regard to Proposal 5 of the Company's proposals, did the Company agree at any time to modify any of the subsections of these proposals, A, B or C? A. They agreed to take out part of B.

Q. Other than that? That was -- A. That was where the Company shall have the sole discretion.

The practicable part remained.

Q. Other than that was there any modification at any negotiating sessions of that? A. Yes, he took out Article No. 4-A.

Q. Number 4-A? A. Yes.

Q. Of what, of the contract or of this demand? A. Of this demands, Number 4-A of the demands.

There's two Number 4s.

MR. POLLACK: The second Number 4 was intended to be Number 5.

MR. EDELMAN: That is correct.

Q. (By Mr. Edelman) With respect to Proposal 5 then he knocked out eventually the first paragraph, the A paragraph? A. Yes.

When we discussed the compensation.

67 Q. B was modified as you have testified? A. Yes, it was.

Q. And C remained intact? A. Yes, it was left open.

Q. Was there any conversation with respect to Company's Proposal Number 6 which refers to Article 7 in your contract? A. Yes.

I told Mr. Dinerstein in our previous contract that we have an article that deals with business slack and that this is just a backward step because there's only a one-year minimum for a week or more.

After the first year a man has to be notified three days in advance of any such layoff in order to continue more than a week.

* * * * *

71 Q. (By Mr. Edelman) Mr. Danetra, referring to the Company's Proposal No. 6 which deals with Article 7 of your contract, business slack, was there any discussion in connection with this proposal? A. I believe I just went over -- didn't we just go over that same one?

I'm sorry, I said in the previous Union contract we have a one-year waiting period, one year eligibility to be given a three-day notice in the event of a layoff being a week or more.

In this particular article he wanted the man to be there two years and only get a 12-hour notice.

72 Q. Was this what you told Mr. Dinerstein? A. Yes, I did point out our previous contract.

Q. And did Mr. Dinerstein respond? A. Only that this is their proposal.

Q. Was there any reason why they were proposing this as proposed? A. I don't know.

Q. Did they say anything to you? A. I can't remember anything.

Q. During any negotiation that took place either this or subsequent negotiations, was the Company's position with respect to their sixth proposal modified in any way? A. No.

Q. Talking about the Company's seventh proposal which relates to Article 8 of the contract, temporary transfer, was there any discussion as to that? A. Yes.

I pointed out to Mr. Dinerstein in our previous contract when a man was transferred even temporarily for one hour or more from one job to the other, and it was to a higher paying job he retain his same rate of pay, it was at the Company's request.

But it also said that if a man wanted transfer to another job, to a lower paying job and the man is asking for a transfer there was no change -- no additional payment.

73 He would take the job rate for the job.

Q. What if anything did Mr. Dinerstein say? A. Mr. Dinerstein replied that he wanted to be free to put whoever he wanted on the job and just because it was a temporary transfer he didn't necessarily have to pay them the rate and we didn't reach any agreement.

Q. Was there ever any agreement reached as to this proposal? A. We reached -- on the last sentence we did reach -- as long as a man would stay on the job he would hole that rate for the job but we didn't agree that he would get a lower rated job if it was at the Company's request.

Q. What was the nub of the disagreement then? A. Pardon me?

Q. What was the nub, the heart of the disagreement that existed? A. The Company was contending that a man should be paid his regular rate of pay if he does a higher rate of job.

If it was at the Company's request or if he went to a lower paid job they would cut his pay to a lower rate.

Q. And the prior contract provided what? A. If a man was to go to a higher rated job he would get the higher rate for the job.

74 If he went to a lower rate at the Company's request he would retain his same rate.

Q. Was there any discussion with respect to the Company's proposal Number 8 which relates to Article 9 of the prior contract, new jobs or vacancies? A. Yes.

I pointed out to Mr. Dinerstein that our previous contract agrees with the very beginning of this proposal, that the Company can

fill a job from outside or promote from in but if they did fill the job from outside it must be with a man who is experienced at the job.

They couldn't hire a new man and then put him into a higher category than someone who was already in the plant.

Q. And the Company's proposal was what? A. The Company said that they wanted to hire or put whoever they saw fit.

MR. POLLACK: I'm sorry, there is an objection to the form of the question, your Honor.

I'm not quite sure whether you are asking the witness to tell us what he interprets the Company's written proposal to have meant or whether you are asking the witness to tell us what the conversations were.

I call to your attention specifically that his rendition or version
75 of Item 7 originally is opposite the written document.

Now, I don't know what this witness is being asked for.

Can we have some clarification on that?

MR. EDELMAN: I withdraw the question. I will rephrase it.

Q. (By Mr. Edelman) Did you have any discussion with respect to Mr. Dinerstein in connection with the Company's position as to the eighth proposal? A. Yes, Mr. Dinerstein said that they would like -- they wanted the right to hire or promote anyone that they see fit and they didn't necessarily have to hire an experienced man from outside.

Q. Was there any modification or agreement by the Company and the Union with respect to this proposal at any time during this or any other session? A. No.

Q. Do you recall anything else that took place in connection with the April 1st negotiating meeting?

MR. POLLACK: Can I have that question again, Mr. Reporter?

(The pending question read by the Reporter.)

A. No, I don't.

Q. Do you recall any general discussion concerning language
76 in the prior contracts? A. Yes, I remember during the negotiations, I had asked Mr. Dinerstein during this meeting "How come you want to change all this language in this proposal as compared to our previous contracts?"

I think I stated before in my testimony he said that it is the Company's position that they want to write the contract the way they see fit and he was an expert at ripping contracts apart.

* * * * *

90 16 Court Street,
Brooklyn, New York 11201
Oct. 16, 1974

* * * * *

92 DIRECT EXAMINATION (Cont'd)

Q. (By Mr. Edelman) Mr. Danetra, I direct your attention to April 4, 1974, and ask you, were you present at a negotiating meeting with Romo on that day? A. Yes, I was.

Q. Where was the meeting held? A. At Mr. Pollack's office.

Q. What time was the meeting scheduled? A. For 9:30.

Q. What time did the meeting end? A. About 10:15.

JUDGE GOERLICH: Is this the April 1st meeting you are talking about?

THE WITNESS: April 4th.

JUDGE GOERLICH: Was there an April 1st meeting?

93 MR. EDELMAN: Yes.

JUDGE GOERLICH: What happened to that, anything?

MR. EDELMAN: We went through that.

THE WITNESS: We finished that yesterday.

JUDGE GOERLICH: Very well, I thought we were dealing with the March 11 meeting. I guess that is right, it was the March 1st meeting and April 11th.

The April 1st is when we submitted their proposal.

MR. EDELMAN: That is right; that is correct.

JUDGE GOERLICH: I remember now.

Q. (By Mr. Edelman) Was there any reason why the meeting was delayed for a period of 45 minutes? A. Well, Mr. Dinerstein was late.

Q. Who was present at this meeting? A. Mr. Dinerstein, Mr. Roth, Mr. Palmieri, and myself.

Q. Can you tell me exactly what took place at this meeting? A. Yes. We continued to go over the proposal that was submitted to the union on April 1st.

Q. Now, in connection with Paragraph or Proposal No. 9, Company Proposal 9, of the April 1 letter --

94 JUDGE GOERLICH: What is the number?

MR. EDELMAN: Which is -- would be GC 5.

Q. Do you have that? A. Yes, I do.

Q. And you also have in your possession the last contract which is GC 2D, right? A. Yes.

Q. Now, with respect to the Company Proposal No. 9, which refers to Article 10 of your prior contract, was there any discussion that took place on that? A. What we discussed was the clause that was given to us on the very first meeting, the March 11 meeting.

Q. And that would be General Counsel Exhibit 4? A. Yes, that is it.

JUDGE GOERLICH: Mr. Danetra, as I understood your testimony yesterday, the March 11 meeting you gave written proposals to the company?

THE WITNESS: No; we mailed one February 1.

JUDGE GOERLICH: There was one available at that meeting?

THE WITNESS: Yes, there was.

JUDGE GOERLICH: That was your proposal?

THE WITNESS: Yes, it was.

JUDGE GOERLICH: Is that in evidence?

95 MR. EDELMAN: Yes, it is, your Honor.

JUDGE GOERLICH: GC 4.

MR. EDELMAN: That is 3A and B.

JUDGE GOERLICH: Very well. And then on April 1st, the employer came forward with a counter-proposal which has been marked General Counsel's 5; is that correct?

THE WITNESS: Yes.

MR. EDELMAN: That is correct, your Honor.

JUDGE GOERLICH: Then, as I understand it, negotiations continued to July 31 at various meetings; is that correct?

THE WITNESS: Yes.

JUDGE GOERLICH: Now, after the union had submitted its proposal and the company had submitted its proposal, did either the union or the company submit any other written proposal during that period?

THE WITNESS: No, sir.

JUDGE GOERLICH: These were the only written proposals that were set forth for either party for the other's observation; is that correct?

THE WITNESS: Yes, sir.

JUDGE GOERLICH: Go ahead, sir.

96 Q. (By Mr. Edelman) All right. You had indicated that you -- A. Yes. We had a brief discussion about the clause when we got to this article and we said we hadn't reached any decision; we really hadn't read it and didn't have copies of it at the time.

Q. The clause that you are referring to is the proposed Article 21 which is GC 4 -- Yes, GC 4, in other words -- A. Yes.

Q. All right.

Now, in connection with the tenth company proposal set forth in its April 1 letter, dealing with direction of employees, which is Article 11 of your prior contract, was there any discussion on that? A. Yes.

I pointed out to Mr. Dinerstein that in our previous contract we have a clause which states that the individual employee shall be under the direction of an immediate supervisor and not just anyone that came into the plant.

He wanted to eliminate this whole clause and take it out and I asked him, "Do you mean anyone who comes in can give direction to an employee?"

He did say, yes, that is what they intended to do.

97 I explained that it is very, very confusing for a man to have more than one boss, anyone can come into the plant and give him an order and he doesn't -- and he doesn't -- and someone else can come in and countermand the order, he doesn't know who is his immediate supervisor or who he should take orders from.

Q. Did Mr. Dinerstein respond? A. Other than to say this is our proposal.

Q. I take it no agreement was reached on this proposal? A. No, there wasn't.

Q. And during the course of subsequent negotiations was agreement reached on this proposal? A. No, it was not.

Q. Did the company in any way vary or modify this proposal? A. No.

Q. Moving on to Company Proposal No. 11, which deals with Article 12 of your prior contract the operation machines, was there any discussion as to that, sir? A. Yes.

I pointed out to Mr. Dinerstein in our previous contract there is a clause that would give him protection in the event of an emergency,

98 that he can replace men on the machines with other people or maybe even a boss if an emergency does exist, but I thought that we should also be considered in their interpretation of an emergency.

I did not think it should be the company's sole prerogative to decide when an emergency exists and I also pointed out that he could possibly lay a man off for a day and then say, "Well, there is an emergency. I need a job on that machine" and decide to run that machine.

Now that in my estimate would not be an emergency because he did the laying off.

Q. I take it then the difference between the proposal and the prior contract was in one case the union and the company would decide whether an emergency existed in the proposal it could be the company's sole discretion.

Is that it? A. Yes.

Q. Did Mr. Dinerstein respond to your position? A. Other than to say that this is the company's proposal.

Q. Was there ever any agreement reached on this 11 proposal? A. No, sir.

Q. And did the company at any time modify its demand?

99 A. No, sir. We just left it, it was just an impasse.

Q. An open item? A. It was an open item.

JUDGE GOERLICH: Did the employer ever submit to the union a copy of its position or reasons for taking its position?

THE WITNESS: There is a letter of their position that Dan Palmieri received later on.

MR. EDELMAN: Your Honor, I am going to introduce that letter at a later stage.

The letter does not contain any position, merely as to what was agreed to, what was left open and what was opposed, but not a position that I think you are referring to.

JUDGE GOERLICH: Well, it strikes me that if the negotiations which transpired on [illegible] July 31 are of the same character as that which was already described, it would not be necessary to go into that, other than to inquire as to whether or not the company changed its position or stated -- changed its offer or stated its position at any of these meetings for it, standing on its offer and counter-offer.

MR. EDELMAN: I am not sure I am following what you are saying.

100 JUDGE GOERLICH: I am assuming that the basis for your claim that the company bargained in bad faith is that its offer to the union is what no self respecting union would accept, since it was in essence a taking away of benefits which the union had achieved through years of collective bargaining and that the company set forth no honest reasons for its position.

Our explanation as to why it was demanding that the union accept less than it had negotiated in Contracts 3 and 4.

Now if the employer maintained that position on April 1st until January 31.

MR. EDELMAN: July 31, you mean?

JUDGE GOERLICH: July 31st, then, obviously the details of each bargaining session would not be particularly necessary since there would only be an accumulation of what already had transpired.

The parties getting together, discussing the matter.

MR. EDELMAN: Well, the problem is this, Your Honor.

JUDGE GOERLICH: Making no concessions whatsoever.

101 MR. EDELMAN: What you say has some merit to it.

The problem is although you would think between the period of March 11th and July 31st there would have been a lot of meetings in fact there was only four.

JUDGE GOERLICH: Very well, the record indicates that. It was stipulated to.

MR. EDELMAN: And the basic --

JUDGE GOERLICH: Are you going to offer evidence that the union asked for more meetings and the --

MR. EDELMAN: To some extent that is true.

We will say that was the whole correspondence between the parties.

* * * * *

108 Q. (By Mr. Edelman) Mr. Danetra, concerning your -- the company's 12th proposal which relates to Article 13 of the prior contract severance pay was there any discussion on that? A. Yes, there was. I pointed out to Mr. Dinerstein that I thought the 75-miles limit, as far as technology. How do you pronounce it?

MR. POLLACK: How could 75 miles account for technology?

JUDGE GOERLICH: It will appear correctly in the record.

109 THE WITNESS: Or a move of the company beyond the 75-mile radius would be a little far to expect a man to continue employment if he expected to drive that far and back the next day.

The previous contract we did have an open clause. There was no amount in there but we had some debate on it and Mr. Dinerstein did agree to 30 miles, he reduced a 75 to a 30-mile radius.

Q Seventy-five miles was a restriction on what?

A. That the company had to give severance pay in the event they move from a 75-mile radius.

Q. That was the proposal? A. That was the proposal, right, and we agreed to reduce it to 30 miles.

Q. Was there any other discussion on that? A. Yes. We discussed more on an F-12. I also pointed out to Mr. Dinerstein if I am reading it right. I asked him if I am reading it right that he is considering a bankruptcy the men would get severance pay, but he is not considering a Chapter 10 or 11 to be necessarily a bankruptcy, and also if he means if they sell the company or their successors mean that they will not be covered as far as severance pay.

And he did say yes, that is what it says.

110 Q. Was this contrary to the prior? A. Yes, prior agreement all bankruptcy of any kind and also if there was a sale from successors would also have to pay the severance pay if it became necessary.

Q. Did Mr. Dinerstein indicate to you any reason for this proposal? A. No.

Q. With respect to the parts of the proposal dealing with the conditions under which severance pay would be granted, namely the bankruptcy, the Chapter 10 and 11, the sale and the successor aspect was there ever any agreement reached as to these provisions? A. No, there wasn't.

Q. And did the company ever alter its position with respect to this? A. No.

Q. Now, was there any discussion as to Proposal 12, Paragraph B? A. Yes.

I pointed to Mr. Dinerstein in our previous we had greater coverage or a greater amount of weeks for the same amount of years that he was proposing and had -- and this would be a backward step.

Q. This relates to the amount of severance pay? A. Per years of employment.

111 Q. And the company's proposal in the '74 proposals was less than -- A. In the '74, well, less than our '69 contract.

Q. Was there any discussion on that between yourself and Mr. Dinerstein? A. Other than my pointing it out; no.

Q. Did Mr. Dinerstein say anything at all? A. Not that I can recall.

Q. Did he set forth any reason for this proposal? A. No.

Q. Was there ever any agreement reached as to this proposal? A. No, sir.

Q. And did the company ever alter its position as to this proposal? A. No, sir.

Q. Now, moving on to the C part of the proposal 12, was there any discussion as to that? A. Yes.

Again, I pointed out to Mr. Dinerstein that this was a backward step. We had a 30-day waiting period in our previous contract.

He wanted to increase it to 90 days. I told him that I did not think it would be fair to have a man who was unemployed to wait 90 days
112 for any severance pay that was due to him.

Q. Do you recall Mr. Dinerstein commenting on your position? A. No, I don't.

Q. Was there any agreement reached as to this paragraph? A. No.

Q. And did the company ever modify its proposal? A. No.

Q. Now in connection with the 13th proposal, on the April 1, 1974, letter, was there any discussion which relates by the way to Article 14 of the prior contract adjustment of grievances, was there any discussion as to that proposal? A. Yes. I told Mr. Dinerstein that in a way I did agree that the shop steward would be held responsible for failure on his part.

Q. On the shop steward's part? A. Yes, on the shop steward's part.

Q. That refers to the "A" part of 13? A. Yes.

Q. Was there any discussion as to the "B" part of 13?

A. Yes, I did not agree with the company's proposal of the American

113 Arbitration Association to act as an arbitrator. I pointed out in our previous contract we had an arbitrator names and also a substitute arbitrator names.

Q. Did Mr. Dinerstein comment on that? A. Yes. He did not particularly like to go to an arbitrator he did not know. He would rather go to the American Arbitration Association.

I pointed out to him that we did have problems in the past going to arbitration. When we did bring this employer to arbitration a couple of times.

In the very last time we were able to get arbitration in a day or two. If we go to the American Arbitration by the time we get the list back sometimes months have passed before we actually get a trial and it is much more costly to everyone and it is not resolved as quickly as an independent arbitrator.

Q. What was the prior -- what was in the prior contract? A contract arbitrator? A. A contract arbitrator.

Q. And in the past contracts? A. I -- Other than the one past this there was, the first one or second one, I really don't know.

Q. Now, with respect to -- A. Can I add some more to the same paragraph, please?

114 Q. Yes. A. Mr. Dinerstein did say that he knew some impartial arbitrators and he would get back to us with some names. And we left it at that.

Q. Did he ever get back to you with the names of these arbitrators? A. No, sir.

Q. Was there ever any agreement reached with respect to who would do the arbitrating? A. No, sir.

Q. Did the company ever modify its proposal with respect to the arbitration? A. No, sir.

Q. Was there any discussion in connection with the company's proposals Nos. 15 and 16, which relate to Article 16 and 19 of the prior contract in connection with insurance and failure to make payment?

A. We are jumping.

Q. I'm sorry. Strike that. I will have to rephrase the question.

Was there any discussion in connection with Proposals 14 and 15 which deal with Articles 15 and 16 of the prior contract pension and insurance? A. Yes, as far as the pension went, Mr. Dinerstein did state that he would have to study the plan. He wasn't.

115 Q. What plan? A. To our current pension plan that is now in existence, Local 381 pension plan.

And we would not discuss it any further at this time.

JUDGE GOERLICH: Did the 381 pension plan exist in the prior agreements?

THE WITNESS: Yes, it did, sir.

Q. (By Mr. Edelman) Booklets that you gave him to study, were they 381 pension plan booklets? A. Yes, they were

Q. What about insurance? A. The insurance we did have some talk on. I again -- he did say that he would like to have the whole insurance plan but he would be thinking of letting us have the previous benefits of the pension -- of the insurance, but he would not give us any increases.

JUDGE GOERLICH: The plan that expired, the contract which expired in 1972, could you give me the names of the individuals who negotiated that contract, those for the unions?

THE WITNESS: Mr. Sam Rote (phonetically spelled) was on the company's side, I believe, and Mr. Benny Abromowitz, who is retired was with the union.

JUDGE GOERLICH: Very well.

116 THE WITNESS: Benjamin Abramowitz.

Q. Now, in connection with the Employer's 16th proposal which deals with Article 19, failure to make payments of the prior contract.

Now was there any discussion in connection with that proposal? A. Yes. I pointed out to Mr. Dinerstein in our previous contract the article or the clause called for the union to be able to strike in the event payments were not received.

And I did not see any reason why we should backtrack.

Mr. Dinerstein said, "Well, the union can always say that they never received our contributions and therefore pull a strike whenever they want.

This way, by getting a certified mail that you are going to pull a strike we do have time to correct or remedy the situation.

I believe -- I did answer Mr. Dinerstein with "Well, then why don't you send your contributions by certified mail and you will have a receipt that you did send them?"

Q. Now, Article -- the proposal No. 16 provides for arbitration in connection with a failure to make payment.

Was there any discussion in connection with that? A. Yes.

117 Well, I told Mr. Dinerstein that we never had this clause in our previous contract. In the previous contract they had to make payment or they could be pulled on strike.

Q. All right.

Did Mr. Dinerstein make any comment in connection with your position? A. No.

Q. Was there any agreement reached in connection with this provision? A. No.

Q. And did the company make any modification of its proposal in this regard? A. No.

MR. POLLACK: Mr. Edelman, do you consider these series of questions different from the series of questions which you asked the witness previously about the failure to make payments?

MR. EDELMAN: This is the failure to make payments.

MR. POLLACK: I know -- May we be off the record?

JUDGE GOERLICH: Yes.

Off the record.

(Discussion off the record.)

JUDGE GOERLICH: On the record.

Mr. Edelman, do you have any further questions?

118 MR. EDELMAN: Yes, your Honor.

JUDGE GOERLICH: Let's proceed.

Mr. Edelman.

Q. (By Mr. Edelman) In connection with Proposal No. 17, which relates to Article 20 of the proposed -- of the prior contract, leaves of absences, was there any discussion on this? A. Yes.

I pointed out again to Mr. Dinerstein that in our previous contract the union did have a chance of representing a member if he wanted a leave of absence and wasn't able to get one from the company.

The company still had the option of whether to give the man one or not, but what we wanted was a chance to at least confront the company and try to plead the man's case before he was turned down.

In his present proposal he doesn't even want the union to represent or to be involved in it at all, it would be at the company's sole discretion.

And I told him I did not agree with him.

Q. In connection with the prior contract, was the issue as to whether an employee could get a leave of absence, was that a matter that could be brought, too? A. No cause. But from -- was a clause that says the union can discuss it -- if I can point out to you --

119 MR. POLLACK: Are you complaining that the letter of April 1st changes that?

MR. PALMIERI: Yes.

THE WITNESS: It does?

MR. PALMIERI: It does.

MR. EDELMAN: So we only -- So we contend.

MR. POLLACK: Okay.

THE WITNESS: Well, there is only one paragraph in that article. So, all right. Do you want me to read it?

Q. (By Mr. Edelman) No, no; the contract speaks for itself. Was there any agreement reached with respect to that provision?

A. No.

Q. And did the company at any time modify its position?

A. No.

Q. Now, moving on to the Employee's 18th demand in its April 1 letter, 18, Paragraph A, which relates to year-end vacation in the contract.

Now, first of all, can you tell me what the year-end vacation was? A. Yes.

The year-end vacation stipulates that any man who was in the employ of the company for one year, will receive all days when Christ-

120 mas -- will receive Christmas Eve and all days between Christmas Day and New Year's Day, all work days off with pay.

Q. Well, this was the prior contract? A. The prior contract; yes.

Q. And this was mandatory vacation time, I take it, on the company's part? A. It was flexible on when they gave it.

Q. But the number of days was in? A. The number of days was spelled out; it would be spelled out.

Q. And the employer had to give it? A. Yes, sir.

Q. Now, in connection with year-end vacation, is that any -- is that different from other vacation that may have been provided in the contract? A. Oh, yes; it is above and beyond the other vacations, yes.

Q. In other words, you had two vacations, year-end vacation and a vacation that was accumulated by the employee? A. That is right.

MR. POLLACK: Mr. Edelman, can I just ask may we be off the record for a moment?

JUDGE GOERLICH: Off the record.

(Discussion off the record.)

121 (Thereupon, General Counsel's Exhibit 6 for identification, received in evidence.)

JUDGE GOERLICH: On the record.

As I understand it, we have had the affidavit of this witness marked -- what is it?

MR. EDELMAN: GC 6, your Honor.

JUDGE GOERLICH: GC 6.

And that this covers the negotiating meetings up to and including May 9, and the parties are agreed that the affidavit may be received in evidence; is that correct?

MR. EDELMAN: For the testimony of the witness from the point where he left off in his oral testimony.

MR. POLLACK: And as the witness would testify if asked the question.

JUDGE GOERLICH: Very well.

The affidavit is received, as I understand it you have one more negotiation session which you want to cover with this witness.

You may proceed.

Q. (By Mr. Pollack) Mr. Danetra, do you recall being present at a meeting on July 31st? A. Yes, I do.

Q. And where did the meeting take place? A. At Mr. Pollack's office.

Q. What time was the meeting scheduled to take place?

122 A. 1:30.

Q. And who was present at the meeting? A. Mr. Pollack, Mr. Roth, Mr. Palmieri -- I'm sorry, Mr. Dinerstein, Mr. Roth, Mr. Palmieri and myself.

Q. And what time did the meeting take place, what did it begin? A. About 1:40.

Q. Can you tell me what took place in connection with -- at that meeting? A. Yes; I started to -- I started the meeting by saying, "Let's talk money. All this time we have gone over your previous contracts and we have never really got down to our proposal or any money on your -- other than the ten cents an hour that you had offered."

And Mr. Dinerstein replied that they cannot talk money. They had given us the ten cents offer, and this is all they can do; they could not go any further.

JUDGE GOERLICH: Now in reference to that ten cents offer. When did you receive that?

THE WITNESS: On May 9 -- no, wait a minute now.

On --

MR. EDELMAN: Your Honor, the answer would be in the affidavit.

123 JUDGE GOERLICH: I am asking the witness. Do you recall?

THE WITNESS: I believe it was the May 1st -- April 1st meeting.

JUDGE GOERLICH: Well now, you indicated --

THE WITNESS: Or the fourth meeting.

JUDGE GOERLICH: Was it an oral or in writing?

THE WITNESS: It was an oral statement of a dime an hour for the whole package.

JUDGE GOERLICH: Was that over and above what the employees were receiving at that time?

THE WITNESS: Over and above the rate -- I assume that it meant over and above the rates that were in effect with the contract terminated.

JUDGE GOERLICH: Well, now, you did indicate that at one time the employer indicated that it, the starting rate, should be a dollar and eighty and that the starting rate in the prior contract was $2.60.

THE WITNESS: Yes, sir.

JUDGE GOERLICH: Was this ten cents an hour offer in reference to that prior offer of the company? Do you know?

THE WITNESS: Well, I don't exactly know but I think it was in reference -- I assumed it was in reference to the rates that were in

124 effect, not the proposal of the starting rate that he gave us in his proposal.

JUDGE GOERLICH: Was it ever clarified to you?

THE WITNESS: No, it wasn't.

JUDGE GOERLICH: As to whether the ten cents was over and above?

THE WITNESS: It was for all fringe benefits.

JUDGE GOERLICH: Including wage increases, too?

THE WITNESS: And including wages; yes, sir.

JUDGE GOERLICH: All right, sir.

In this particular meeting that took place on July 31, you brought up the subject of --

THE WITNESS: Money.

JUDGE GOERLICH: That is what you were testifying about.

Will you tell us what happened in reference to it?

Was the ten cents an hour discussed?

THE WITNESS: Yes, it was.

JUDGE GOERLICH: Tell us what happened?

125 THE WITNESS: I said we can't take ten cents an hour as an offer. And we would like to talk money. It was brought up right at that point and Mr. Dinerstein said the company could not go any further because they wanted to get all the language out of the way and they -- before they got to any economics other than the dime that we -- that they could not go any further as far as any wage offers.

JUDGE GOERLICH: In other words, the wages were -- they indicated they did not want to discuss wages.

THE WITNESS: That is right.

JUDGE GOERLICH: Until all the other things were discussed.

THE WITNESS: That's right.

JUDGE GOERLICH: That is what they said.

THE WITNESS: That is right.

JUDGE GOERLICH: And who said that?

THE WITNESS: Mr. Dinerstein.

JUDGE GOERLICH: Anything else on the subject of wages at that meeting at the time?

THE WITNESS: Well, I said, "Why don't we try to cross out some of the items to see how much they will cost because we should know how much it would cost them."

And we talked about severance pay, very little cross items that

126 they made a big issue out of and jury service which was also a small item that may never been used.

We couldn't cross it out and if they considered this part of the wage package we don't know how much applied towards it.

JUDGE GOERLICH: Well, how was that resolved?

THE WITNESS: Well, we just left it opened. We cannot come up with a formula other than I said the holiday would cost a penny and a half, and there was some disagreement on that.

But we never really pinpointed how much each item would cost. We just couldn't figure it out right then and there.

JUDGE GOERLICH: Go ahead, sir.

Do you have any further questions, Mr. Edelman?

MR. EDELMAN: Yes, your Honor.

Q. Was there anything further discussed at this session, sir? A. Yes. We did have some talk about the year-end vacation.

Q. What was the discussion in connection with the year-end vacation? A. Well, the company said that they were changing their
127 vacation from the year-end to the holidays that were in the Jewish phase, the religious issues at the beginning. And we decided to discuss that then.

We told the company that whatever we reached as an agreement we would now incorporate any religious beliefs they had and stretch it out from the religious holidays.

The company wanted to use the five days and we got into a discussion about using it and personal days instead of year-end vacation.

And Mr. Dinerstein brought out that he would like to prorate some of the days that were due rather than give them the five days when it was due they would prorate every three months, maybe give the man a day off for every three months rather than give him the five days at one shot or the five days during the Jewish holidays.

Q. What was the union's position on that? A. We listened. We would rather have the five personal days, I told him so, the man would be able to use the days whenever he wanted to.

Q. This was now instead of the year-end? A. Instead of the year-end vacation. In the event the year passed and they wouldn't use the five days, they would get any remainder time as pay on Christmas.

Let me just get this straight in my mind.

128 When the company said that they would agree perhaps to this proposal, but if a man took a day off, he would have to come in with a doctor's note, that it would be counted as sick days, not personal days, and we did not think it would be fair to have a man to have to bring a doctor's note even if he just had a cold, you know the average guy doesn't to to a doctor, he just doesn't feel good for one or two days and the company said they would rather have their sick days and have a man bring a note.

We could not agree on that and did not agree.

We did have some more discussion and we came up with a -- for one year employment a seven-month waiting period before a man can take one of these days off.

In other words, or the first seven months of employment he couldn't take a day off and then --

Q. Whose proposal was that? A. I said this. I said this.

Then for each month in that first year, each month after the seven-month period, he would be allowed one day off which would bring it up to the 12-month period.

And then after that, the man would get regular, personal days.

129 Mr. Dinerstein still insisted that the man should bring a doctor's note. And we should have it as sick days at this point.

I really couldn't reach any agreement as far as anything else went on this --

Q. Was the discussion that took place in connection with this session totally concerned with the year-end vacation? A. No. No.

Q. Was there any discussion in connection with the year-end vacation and the alternative of having personal days about less than five personal days? A. The company --

MR. POLLACK: Objection. Asked and answered.

I believe the witness has completely given us the answer for this discussion for the --

JUDGE GOERLICH: Sustained.

Go ahead.

Q. (By Mr. Edelman) Was there any agreement reached between the company and the union with respect to the year-end vacation or the personal days' substitute? A. Well, there wasn't a complete agreement but we did leave it up in the air but we finally did made some movement which is the first move we made throughout the whole negotiations and I pointed that out.

130 We did have some movement that we would have some time off. I forget what we called it, but there would be time off.

JUDGE GOERLICH: Any further questions of this witness?

MR. EDELMAN: I do, your Honor. I am just referring to my notes.

I want to be sure I don't leave anything out.

Q. Now, in connection with this meeting, was the subject of regular vacations discussed? A. Yes, it was.

Q. Can you tell me what was discussed in this regard?

A. Mr. Dinerstein said that he would agree to have a payment for every dollar earned, as far as vacation days went.

There way some -- I tried to explain to him our proposal of our February 1 proposal of vacation clause.

It stated that the union was requesting a payment for each week of vacation that was earned, the payment should be a full week's pay and the amount of money used for that full week's pay should be two percent of their previous calendar year's salary.

131 And it was quite confusing and we went over it a few times. What I am trying to say is each week that was earned vacation would be the payment for such, would be two percent of what the man earned the previous year.

And we also had a minimum that the man could receive and the maximum spelled out.

Mr. Dinerstein did not agree with that. He did not think there should be a minimum because the man might be out on his own or whatnot and he did -- I did try to convince him, and I did convince him that we would go for a 90-day layoff, would be the most be could accumulate under seniority, would be 90 days during a layoff or 90 days during a sickness or disability for payment.

Any other time would not be considered as a minimum payment.

Mr. Dinerstein said he did not think the two percent for each week was right, it was more like 1.9 percent.

And we agreed that would be more like 1.9 and we would think about it as 1.9.

He also explained where two years would be 3.85 and 3 -- I'm sorry, two weeks would be 3.85 and three weeks, et cetera, et cetera.

132 There was no exactuality, but compounding the 1.9 for each -- every other week.

Q. Was there any other discussion in connection with the method of payment? A. No. Other than I did say that this looked like a good -- an agreement that we would think about it and we would accept it now but we would also retain our position that we would have to agree on the rest of the contract before we decided that this was our firm agreement.

During this discussion, I believe it was Mr. Roth, pointed out that his competition doesn't have these kind of vacation clauses, and the amount of vacation that we do.

At that point, Mr. Palmieri asked well, who are your competitors. And same refused to answer. Mr. Roth refused to answer.

But Mr. Dinerstein had a conversation with him and Mr. Roth did give us the name of five of his competitors and I have them here, they are all in Brooklyn.

Q. What were the names that he gave you?

MR. POLLACK: Objection.

MR. EDELMAN: These were names given in negotiations.

MR. POLLACK: I don't know whether it is relevant or not.

133 MR. EDELMAN: Anything that was said in the negotiations were relevant.

MR. POLLACK: Unless you are going to contend that these people were not truly competitive what difference --

MR. EDELMAN: I want to find out what was said to him.

JUDGE GOERLICH: What is the materiality of disclosing the name of the competitors?

Are you making a statement that the company falsely stated who the competitors were?

MR. EDELMAN: No.

JUDGE GOERLICH: Well, I will allow the employer the privilege of not disclosing who the competitors are.

I take it the company is not -- is there any basic reason for being offered -- no claim about the company lying about who his competitors were.

I will sustain the objection.

Q. Any further discussion along this line? A. No.

Q. In connection with the vacations, do you recall whether there was any discussion in connection with the length of the vacation, as opposed to the method of payment? A. Well, we never did agree

134 on the amounts of vacation. That was one of the things that was left up in the air, the amount of vacation that would be allowed for each year.

Q. Are you talking about the number of days? A. Number of days.

Q. The company made an original proposal, I believe, in its April 1st letter; is that correct? A. Yes, they did.

Q. Now, did you discuss the proposal during this session? A. No.

Q. You had no discussion at all concerning the number of days.

MR. POLLACK: Objection.

JUDGE GOERLICH: What is the ground of your objection?

MR. POLLACK: Well, obviously the witness said we did not discuss it. Now he is arguing with his own witness.

JUDGE GOERLICH: Well, he is attempting to refresh his recollection.

MR. POLLACK: The witness did not indicate he doesn't have a recollection.

MR. EDELMAN: Mr. Pollack, we are looking for the truth. I am trying to find the truth. If that is the truth.

135 If I may be permitted to probe the witness, I prefer to do it that way.

JUDGE GOERLICH: Go ahead. Answer the question.

THE WITNESS: We did not discuss the proposal, we discussed the things that were in the proposal but we did not pick up the proposal and go over the item.

Q. When you say you discussed the proposal, what did you discuss in the proposal? A. Well, the vacation clause was in the proposal. He did have a vacation.

Q. This is the April 1 proposal? A. In his April 1 proposal. There was also a vacation clause in our February proposal. This was discussed but not out of the proposal it was just on the table.

Q. What was said in connection with it? A. In connection, I was trying to explain what our proposal was.

Q. What did you say? Wnat did you say? A. Well, I tried to explain that we are trying to get two percent of the previous year's salary.

Q. You are talking about the method of payment. I am talking about the number of days.

136 Was there any discussion at this meeting in connection with the number of days that a man would get off? A. No. Not that I can recall.

Q. Okay. Not that I can recall.

MR. EDELMAN: I have no further questions, your Honor.

JUDGE GOERLICH: Very well. From this witness.

Off the record.

(Discussion off the record.)

JUDGE GOERLICH: We will go on the record.

We will stay in recess until 1:15 and you talk to your clients.

(Whereupon, at 12:15 o'clock p.m., the hearing recessed, to reconvene at 1:15 o'clock p.m., the same day.)

137 AFTER RECESS

1:35 o'clock p.m.

JUDGE GOERLICH: On the record.

You may proceed to cross-examination.

Whereupon,

JOHN DANETRA

the witness on the stand at the time of recess, being previously sworn, resumed the stand and testified further, as follows:

CROSS EXAMINATION

* * * * *

146 Q. (By Mr. Pollack) Do you have any contracts with any
147 employer that is in the same -- strike that. Do you know what the industry, Romo Paper is in? A. Manufacturers pads and calendars, promotional items.

Q. Do you have any other employers under contract with you--

A. Who manufacturers pads; yes.

Q. Who? A. Almost any of those employers at some time or other do have the machine and do sell pads. I couldn't pinpoint them exactly.

Q. Is that their primary source of business? A. No, sir.

Q. It is an adjunct? A. Yes, sir; it is the same machine.

Q. Do you have any employees who primarily manufacture pads? A. No, sir.

MR. EDELMAN: I am going to object to the line as immaterial, your Honor.

JUDGE GOERLICH: Overruled.

Q. I beg your pardon? A. I said no.

Q. You do not? A. Not primary business; no, sir.

Q. Okay.

148 Do any of the employees covered by the document which I handed -- which you handed me -- operate ruling machines? A. No.

Q. What about stripping machines? A. What type of stripping machines are we talking about?

Q. Binding? A. Yes. We do have binding -- stripping machines. They are not in that contract. I do have them under other contracts. I don't have a bindary contract with me.

Q. Would you then tell me if in the contract that you handed to me the binding-stripping machine is covered? A. No, sir. Can I tell you which ones are covered?

* * * * *

159 Q. (By Mr. Pollack) Mr. Danetra, you negotiated as the chief negotiator in the situation, did you not, sir? A. Yes, sir.

160 Q. Did Mr. Dinerstein ever indicate to you that he thought your demands were unrealisitic and did not reflect the industry? A. No.

Q. Did he ever say to you he did not think your demand reflected the industry? A. Yes, yes. Yes, he did say that my demands did reflect the industry; yes.

Q. Did he ever say to you that your demands don't reflect the present working conditions of the employees? A. No, sir.

Q. Were you ever asked by Mr. Dinerstein to learn something about this industry before you make demands? A. No, sir.

Q. Can you tell me the conversation which preceded your request for a list of competitors? A. Yes.

We were discussing the 35-hour proposal and Mr. Dinerstein said that all his competitors had a 40-hour week and I asked, "Who are your competitors?"

MR. PALMIERI: Are we in recess, your Honor?

JUDGE GOERLICH: No.

Do you have further questions, Mr. Pollack, of this witness?

MR. POLLACK: Many more, your Honor.

JUDGE GOERLICH: Very well. Let's get at it.

161 Q. (By Mr. Pollack) Let's talk about your demand for a 35-hour week.

You made that demand to the company? A. Yes, sir.

Q. And the company responded and said what? A. That their competition is all in a 40-hour week and they could not compete. They could not afford also to pay a 35-hour week.

Q. You are a full-time labor relations employee, you work full time for the union? A. Yes. I work full time.

Q. And you hold what capacity? A. As a vice president and business agent.

Q. And how long have you been negotiating contracts?

A. Six years.

Q. And you negotiated many contracts during that period?

A. I would say so; yes.

Q. And this is part of your proposal life, your business life in negotiating contracts? A. Yes.

Q. Now when you made a demand for a 35-hour week, a reduction from 40 to 35 hours, what did you intend to happen to the employees' pay? A. I did intend to incorporate their pay into the

162 hours.

Q. So is it your testimony then that your demand for the 35-hour week was coupled with at least an implicit demand that there would be no reductions in total weekly earnings as a result of that accommodation? A. We never discussed it but that was my intention.

Q. That was your intention? A. Yes, sir.

Q. Now, did you ever add up the total cost of your demands? A. No, I haven't.

* * * * *

167 Q. (By Mr. Pollack) At any time -- Strike that.

Let's take the letter of April 1, 1974, if you have it.

That is General Counsel's -- all right.

Were you ever asked to remove a picket line? A. Yes, I was.

Q. Did you ever remove the picket line? A. No; we had not.

Q. Did the company indicate to you that it would consider your removal of the picket line an indication of good faith on your part? A. Yes.

Q. And nevertheless you did not remove the picket line?

168 A. No, sir.

No, sir.

Q. With respect to item 1 of that letter, the company made a demand of you as concerns the union security clause -- I'm sorry, as concerns the recognition clause. The earlier agreement.

Am I correct in assuming that the postion of the company, as contained in the April 1, 1974 letter was unacceptable to you?

A. Yes, it was.

Q. Did you ever make any counter proposal other than to say that you wanted the exact language of the earlier contract? A. No, sir.

Q. Let us take item B of that same letter on page 2 which concerns the fourth paragraph of the recognition clause.

Am I correct in assuming that that paragraph was unacceptable to you as proposed by the company? A. That is right.

Q. Did you make any counter proposal to that paragraph other than to say you wanted to have the exact same language as your earlier contract? A. No, sir.

169 Q. What about Article 3, the first paragraph, was the company's proposal as contained in Exhibit 5 acceptable to you?

A. No, it wasn't.

Q. And did you make any proposal or counter proposal on that other than to say that you wanted to have the language of your old contract? A. I wanted some basis for why he would need seven days.

Q. Were you ever told why he would need seven days?

A. That there was a lot of work involved or something to that effect. I really don't remember.

Q. Was this -- I'm sorry, I didn't mean to stop your answer. Had you finished your answer? A. Yes, sir.

Q. Was this explanation acceptable to you? A. No, it wasn't.

Q. Did you make any counter proposal other than to retreat to the terms of the earlier contract? A. Well, I brought to Mr. Dinerstein's attention that we supply cards for this very purpose.

Q. Who did you suggest complete those records?

A. Well, the employee has to complete the cards.

Q. Is that what you said at the negotiation? A. Yes. I said the shop steward gives the employees the card.

170 Q. All right. I show you, if I may, your Honor, General Counsel's 6, and I ask you to look at page 9 (handing), the lines down, if you would be kind enough to read the first eight lines of the first full paragraph to yourself, please (examines document).

A. (Witness complies.)

Q. Isn't it a fact, then, that you suggested that the old language in the old contract was good enough because how much effort is it for management to secure the card? A. I guess so.

Q. You guess so? A. Yes, sir; I said yes.

Q. Was it your indication, or, was it your statement to Mr. Dinerstein, that that was proper, the management could and should secure the card? A. Yes, sir.

Q. Mr. Dinerstein indicated to you that that would be improper and because it was improper he needed more than three days? A. No, sir.

Q. Never heard that before? A. No, sir.

Q. You are not aware that management -- Mr. Dinerstein

171 never made you aware of the fact that mangement cannot secure your card for you? A. That wasn't the suggestion, sir.

Q. Never came out through any of your discussions, sir?

A. No; it did not. No, sir.

Q. All right.

Nevertheless, you made no counter proposal to Article 3 of the original contract which is contained in our second demand on our April 1st letter, that is 2A of the April 1st letter. A. No, sir.

Q. You had no movement in that direction? A. No, sir.

Q. You remained rigid with respect to your earlier contract?

A. Yes, sir.

Q. What about for the second paragraph of Article 2? Was the company's position of October 1st acceptable to you? A. No, it was not.

Q. And did you similarly remain rigid? A. Yes, I did.

Q. What about the item C of that?

MR. EDELMAN. I am going to object to one thing.

172 When counsel talks about remaining rigid --

MR. POLLACK: If your Honor, please, the witness has answered the question using a phrase.

JUDGE GOERLICH: Just a minute.

MR. EDELMAN: I would like to be heard.

MR. POLLACK: I don't think it is fair to leave the witness in the room at this point.

MR. EDELMAN: I would like to make sure the witness understands the question.

MR. POLLACK: The witness has not indicated any difficulty.

JUDGE GOERLICH: Are you concerned about the word "rigid"? Do you know what the word "rigid" means?

MR. EDELMAN: It is not the word "rigid" what I am concerned about, it is in my own mind, find out whether or not the union agent took the position whether he was opposed to certain proposals or whether he took the position that we must have it our way.

There is a difference.

JUDGE GOERLICH: Do you know what the word "rigid" means?

THE WITNESS: Yes, I do, your Honor.

JUDGE GOERLICH: Very well; go ahead.

173 Q. (By Mr. Pollack) Now, with respect to item 2D of our -- of the letter of April 1st. Was that proposal acceptable to you? A. No, it was not.

Q. And did you remain rigid in your request that the earlier contract provisions be applied? A. Yes, I did.

Q. And as a matter of fact, did you not indicate that it should be a much shorter period because the employees were unskilled? A. I am sorry, you must be talking about different items.

Q. 2D? A. Oh, "D" I thought you said "B."

Q. I apologize.

May I move then to strike the answers and I will re-ask the question.

With respect to item 2D of the letter of April 1, 1974, was the company's proposal as contained in that letter acceptable to the union? A. No, it was not.

Q. Did you remain rigid in your insistence that the old contract provision in that regard be maintained, sir? A. I said that we had a 30-day provision under our old contract and I did not see

174 any reason why the company could not evaluate a man in less time than 120 days.

Q. And didn't you in fact say that the employer's employees were unskilled? A. Yes.

Q. And therefore it only takes a few days to evaluate a man? A. Yes, I did.

Q. They were unskilled? You said they were unskilled? A. Well, most of the people in this plant are unskilled.

Q. Will you now tell us, starting at the time the merchandise arrives at the receiving dock, what happens to it?

MR. EDELMAN: Objection.

JUDGE GOERLICH: I sustain the objection. The witness has indicated in part he told them that most of them were unskilled.

MR. POLLACK: That he told the employer they were unskilled?

JUDGE GOERLICH: That's right.

Q. (By Mr. Pollack) How many employees are there -- were there? A. Approximately twenty.

Q. And how many of those were unskilled, in your opinion?

175 A. We were talking about new hires when we were talking about unskilled, sir, and most of his unskilled new hires are unskilled.

He had very few new hires and most of them are unskilled. They are off-the-street people. The unskilled are new people.

Q. So you are saying that the demand, as contained on page 2 of the October 1, 1972 -- 1974 letter?

MR. EDELMAN: October 1st.

MR. POLLACK: April 1st, I apologize.

Q. 1974 letter, as it concerns item 2 of that letter, that -- which refers to Article 3, A, B, C and D, applied to only relatively few people because it only concerned itself with new hires.

MR. EDELMAN: Objection.

The demands speak for themselves. Counsel has asked him are you saying that the demands apply to such and such and such.

The demands speak for themselves. He can ask him whether or not anything was said about that.

MR. POLLACK: He just stated that. The answer to a previous question.

MR. EDELMAN: Questions about what the demands say speak for themselves.

176 JUDGE GOERLICH: Do you recall the question?

THE WITNESS: Not right now.

MR. EDELMAN: Could the reporter read it back, please?

JUDGE GOERLICH: Read the question of the witness and if you understand it and if the matter was discussed would you answer the question?

THE WITNESS: If the matter was discussed you said, your Honor?

JUDGE GOERLICH: During the negotiations.

(Record read.)

JUDGE GOERLICH: You may answer that question, sir.

THE WITNESS: On Article D or D of that paragraph, I would say that that is where we discussed new employees as being unskilled.

Q. What about Article A, 2A? A. We were not speaking about skilled or unskilled people.

Q. Aren't you talking about new hires, though? A. Yes.

Q. New hires not skilled or unskilled we are talking about new hires. A. Yes, sir.

177 Q. And didn't you state that there are relatively few new hires? A. Yes. I state it now.

Q. And that was part of the conversation at the negotiation table? A. When we got to "D" of that paragraph, but not before that.

Q. What about "B" does that concern new hires? A. Yes.

MR. EDELMAN: Your Honor. Again, does it concern new hires, "B" speaks for itself.

JUDGE GOERLICH: Go ahead. I will allow you to answer in that respect.

"B", does that concern new hires?

JUDGE GOERLICH: I think he answered that, didn't he?

MR. POLLACK: I thought I heard the objection.

I did not hear the answer.

THE WITNESS: Yes.

Q. Nevertheless, you remained rigid with respect to the union's position on Article 3 of the old contract, you wanted the old contract to remain intact, untouched? A. I asked him if -- why a 30-day period would not be sufficient to evaluate these people.

Q. And what was the response? A. That it is not, and I contend that it is.

178 JUDGE GOERLICH: What did you say to him on this subject? That is what he wanted to know.

THE WITNESS: Nothing.

JUDGE GOERLICH: Nothing further than what you testified?

THE WITNESS: No, sir.

JUDGE GOERLICH: Very well.

THE WITNESS: I mean, I gave him the 30 days and all that. That is part of this same answer. I did tell him that we have a 30-day clause in the contract.

JUDGE GOERLICH: And he said that he needed more than 30 days?

THE WITNESS: And then I did not give him a rebuttal on that. Any more than my previous testimony. I told him about the -- in two or three days you should be able to evaluate a man when he is a new hire.

JUDGE GOERLICH: Very well.

THE WITNESS: And that is basically what I told him.

Q. You have answered several questions concerning the union's position on the April 1, 1974 letter of the company.

Have all your answers been based upon the first meeting?

179 A. No. Not all based upon the first meeting.

Q. Did you in your answer take into the account the final position of all the parties as -- A. I'm sorry.

Q. -- as it reflected itself in your July meeting which was the last one? A. I'm sorry. I am not sure what you are asking.

JUDGE GOERLICH: Answer the question very easily by simply telling us whether the union moved from its position by the July 31 date.

THE WITNESS: In the July 31 meeting there was some movement.

JUDGE GOERLICH: In respect to those matters which have --

THE WITNESS: We --

JUDGE GOERLICH: Just a moment. Let me finish the question.

In respect that there had been some movement in effect -- in respect to the matters which you were just interrogated about and after what number there?

MR. POLLACK: 2D.

JUDGE GOERLICH: 2D. Was there any movement in regard to any of those by July 31st, either by the union or by the company?

180 THE WITNESS: No. No, your Honor. We never got back to most of these items. We went through them the one time and never have gotten back to them.

JUDGE GOERLICH: Very well.

THE WITNESS: We never go over the proposal more than --

Q. It is your testimony that neither the company not the union moved --

MR. EDELMAN: Objection.

JUDGE GOERLICH: Wait until he finishes his question.

Q. From your original position as it concerned the items up to 2D.

MR. EDELMAN: Objection.

JUDGE GOERLICH: Overruled.

You may answer that question.

You can answer it yes or no and then explain it.

A. No, there has been no movement.

JUDGE GOERLICH: If you want to explain your answer, you may.

THE WITNESS: We never had a chance to go back over these things. We went through them once; we went through once on my proposal and never gotten back.

JUDGE GOERLICH: Very well.

Q. (By Mr. Pollack) I ask you now, we are going to continue

181 to go through these proposals but I ask you when you give me

your answer to tell me what the starting positions of each side was and what the ending position in July was or in other words, whether there was any movement.

If there was movement, by whom.

All right.

With respect to item 3 of that letter, work preservation, was the company proposal acceptable to you? A. No, sir; it wasn't.

Q. Did you give the company any counter proposal other than to insist that the language of the old contract be continued? A. I did not give him any proposal.

Q. Was there any movement?

THE WITNESS: Can I refer to the old contract at the same time?

MR. POLLACK: You can refer to anything you like. I happen to be working from your copy of the letter of demand.

MR. PALMIERI: Do you want some of the other correspondence?

MR. POLLACK: I don't know if that is proper.

THE WITNESS: No.

182 JUDGE GOERLICH: It may or may not be proper, but I guess it isn't prejudicial.

MR. POLLACK: Until he takes them.

MR. PALMIERI: I am offering him what Mr. Pollack has subpoenaed.

JUDGE GOERLICH: I will indicate that Mr. Pollack indicated you may have any paper you wanted so -- go ahead.

Is there a question before him now?

MR. POLLACK: Yes, there is.

THE WITNESS: I said we made no movement; no, sir.

Q. You came back with no kind of proposal? A. No, sir; only to explain that in our previous contract we do have -- part of the clause does say work which is previously farmed out may so be.

Q. But you insisted on that clause remaining in any new contract as it was in your old contract? A. We read the contract and I did not accept it was written.

Q. No, sir; you don't understand the question. Did you insist that the clause from the contract which expired in 1972 be continued in any new contract that you enter into with Romo Paper?

JUDGE GOERLICH: Mr. Edelman, now that is a question you
183 should have objected to and I only bring the matter up because the word "insist" has a legal intonation and --

MR. POLLACK: Okay. I withdraw the word.

Q. Was it your position that the language as contained in Article 4 of the 1972 contract be incorporated in any new contract which the union entered into with Romo Paper? A. I answered that I don't see any reason why we shouldn't keep the same language in the contract.

Q. Then it was your permission, or, it was your position?

MR. EDELMAN: Objection. The answer is he has answered the question.

MR. POLLACK: I am on cross examination, your Honor.

JUDGE GOERLICH: You may answer whether that was his position.

Was it your position just expressed?

THE WITNESS: Yes, it was my position, your Honor, but we were still doing negotiations, it is not -- it is a negotiation. I did say we want the old language but it never went any further than that.

There was never any more talk than that.

184 JUDGE GOERLICH: Very well. Go ahead.

Q. (By Mr. Pollack) With respect to item 4 of the letter, reporting information, was the company's proposal as contained in the October -- I'm sorry, in the April 1st letter -- acceptable to you?

A. No, it wasn't.

Q. Did the company give you any reason for its desire to change from the 1972 agreement? A. They said it was a lot of paperwork; yes, sir.

Q. And did their explanation effect any change in your mind? A. No, sir; it did not.

Q. And what was your position with respect to that request? A. Well, I tried to refresh Sam's memory how little times we asked for this information. And I also tried to refresh his memory that we do need it if we go to arbitration and we cannot be bound by just a certain date to get them.

Q. And you remained? A. And I remained.

Q. Remained rigid in your desire expressed to continue the 1972 provision in the new contract? A. Yes, sir.

Q. Length of service. Was the company's position as set
185 forth in the April 1st letter -- April 1st letter acceptable to you? A. No, it wasn't.

Q. Did you have a discussion concerning that with respect to unemployment insurance benefits and workmen's compensation benefits? A. Yes, there was.

Q. And was there finally a resolution with that problem? A. Mr. Dinerstein withdrew it.

Q. He withdrew it? A. Yes. I did bring up the question that it might be against the law and --

Q. Nevertheless at one point of time the company withdrew that demand? A. Yes, sir.

Q. Now, "B" of that same demand 4 of the company, as contained in the company's letter.

Did you accept the company's position as set forth in that subparagraph B? A. No, sir.

Q. Was there a discussion concerning it? A. Yes, there was.

Q. Mr. Dinerstein say anything concerning it? A. That that was the company's position.

186 Q. Did he indicate why? A. That they wanted to put whoever they say fit into jobs.

Q. Did he say to you because that made the running of the company more efficient? A. No, sir.

Q. He did not say why he wanted to put whoever they wanted in the job slot? A. No; he did not, sir.

Q. Did he say that all the employees were unskilled anyway? A. No, we did not, sir.

Q. Did the company's demand, as contained in subparagraph (b), was that acceptable to you? A. No, sir; no, it wasn't.

Q. And did you remain rigid in your insistence that the 1972 language -- A. I rejected this proposal.

Q. And what did you offer in its place? A. I did not offer anything.

Q. You rejected it and made no -- A. I said I could not accept and made no counter proposal, right.

Q. The company ever move with regard to that demand? A. No, sir.

187 Q. Never? A. Not that I can remember.

Q. With respect to C, was that -- was the company's position acceptable to you? A. In part, it was; yes, sir.

Q. Did you and Mr. Dinerstein come to any conclusion or agreement in whole or in part with respect to that demand? A. Well, we left the item open, but I did say I would agree except under certain circumstances it would be unfair if a man was discharged for not reporting or calling within 48 hours.

Q. Would it be fair to say, Mr. Danetra, that you and Mr. Dinerstein reached an agreement, in principle, on that clause?

A. No, sir; we really -- he did not give at all on the clause, I'm sorry, no.

Q. He did not give.

Did you have a counter proposal? A. No, I did not.

Q. Forgive me, but I am at a loss to understand whether, you know, how you can -- strike that.

What did Mr. Dinerstein or what was Mr. Dinerstein's response to your statement that it would be unfair to discharge a man

188 because he did not call in? A. Mr. Dinerstein's statement most of the time was this is the company's position and that was the end of most of the answers.

Q. He never explained beyond that to you? A. No, sir; not never. I'm saying most of the time he did not. In this particular one he did not.

Q. I thought you testified just about two minutes ago that you began to reach an agreement but you would not, you said it would be unfair to discharge a man under certain circumstances? A. I agree with -- basically with all of "C" except I brought forth their would-be circumstances but I do not get answers.

Q. I apologize, I'm sorry; you agree then to the company's demand as contained in the letter? A. Only that there would be certain instances that a man may not be able to make the call.

Q. You agreed with some reservation? A. Yes.

Q. With respect to item "D," the elimination of the 5th paragraph.

Was the company's demand acceptable to you? A. We have to find what "D" is, I'm sorry.

I did not agree.

189 Q. Did the company or the union at any time change its position with respect to that item? A. No, sir.

Q. Did you express a desire to continue the 1972 language? A. I probably had said I don't see anything wrong with the 1969 contract.

Q. And you expressed a desire to continue that in the new contract? A. No. I probably said that I don't see anything wrong with our previous language. I don't know why we should --

Q. Did you contend that the company should have understood that to be your desire?

MR. EDELMAN: Objection as to what his contention was, what he said, Counsel.

JUDGE GOERLICH: Sustained. What did you relate on that subject?

Q. What did you say? A. I said I did not see any reason why we should not continue with the previous contract.

Q. All right.

I ask you now, Mr. Witness, with your background as a labor relations professional, to go through the rest of the letter which you have before you and tell us which of the company demands were

190 acceptable to you at the first meeting or any other meeting and which demand, if any, you made a counter proposal to.

Could you do that or would you rather we do it -- A. Well, I have made some notes and I am liable to get a little mixed up as to which one.

Q. Do you wish to refresh -- A. You have my copy of what you did agree with and what you did not and vice versa.

MR. POLLACK: I have handed the witness the copy of his copy of the letter of April 1st, which was provided to me yesterday and marked.

JUDGE GOERLICH: That is correct.

MR. POLLACK: It is not.

Oh, it is marked for identification, but it is not in evidence, your Honor.

MR. EDELMAN: What is not in evidence?

JUDGE GOERLICH: Do you want to offer it into evidence?

MR. PALMIERI: The April 1st letter.

MR. POLLACK: His copy of the April 1 letter. This is the witness' copy.

JUDGE GOERLICH: Copy of what exhibit, Counsel?

191 MR. POLLACK: I'm sorry, your Honor, it is a copy of Exhibit 5, General Counsel Exhibit 5.

JUDGE GOERLICH: Go ahead.

THE WITNESS: We left off now on 5.

Q. No. 6 of that letter which refers to Article 7. A. Can we go back to the elimination of 5? I did ask why you eliminated it and I never got an answer, so, naturally, I could not agree to it, from A, B, C, D, the fifth paragraph right above.

MR. EDELMAN: Proposal 5, Company Proposal 5.

THE WITNESS: No, it is Company Proposal --

MR. EDELMAN: 5.

THE WITNESS: No, it is -- 4, I'm sorry.

MR. EDELMAN: Right.

THE WITNESS: A, B, C.

MR. EDELMAN: Mine is marked 4, it should be t.

THE WITNESS: All right.

It says "eliminated," and I would not accept "eliminating" if the man did not know why he was even taking it out of the contract.

Q. (By Mr. Pollack) Did he say he did not know it?

A. Well, he could not answer.

Q. Did he say he could not answer or he did not answer?

192 A. I asked him why, and he did not have an answer. He said --

Q. He did not respond? A. As a matter of fact, Mr. Pollack, he did state that he had just received this and did not get a chance to read it himself.

Q. Read it? A. Yes.

Q. Or proofread it? A. Or proofread it.

Q. Which did he say? A. I don't know which. I would think -- well, I cannot say what I think, I'm sorry. He either said -- I think I said read.

MR. EDELMAN: Your Honor, could we have a five-minute break?

JUDGE GOERLICH: Do you want a recess, Counsel?

MR. POLLACK: I would not.

MR. EDELMAN: Unless you are going to finish your cross examination or reach a point I would just like -- may we be off the record, your Honor?

JUDGE GOERLICH: All right.

Off the record.

(Discussion off the record.)

193 JUDGE GOERLICH: On the record.

Q. (By Mr. Pollack) Would it be fair to say that with respect to the company's demands of April 1st, 1974, wherever the union rejected the company's demand it was the union's position that the old contract language be continued in the new contract? A. No; not in each and every demand; no, sir.

Q. Then let us go through it piecemeal. I'm sorry.

With respect to item 7 of the letter of April 1, 1974, was that company demand acceptable to you, sir? A. No, sir; it was not.

Q. What was your position at the outset on that demand? A. That a man who took a lower rated job at the company's request should retain the same rate of pay.

Q. Is that the same language of the 1972 contract?

A. Basically, yes.

Q. And did you remain rigid in that position? A. That one item, yes, sir.

Q. Did the company make any movement? A. No.

Q. None? A. No, sir.

194 Q. Did the company give you any reason for its position.

MR. EDELMAN: Excuse me?

Sandy, I would like to find out what we are discussing. I am not sure.

MR. POLLACK: No. 7 of my letter.

MR. PALMIERI: You skipped No. 6.

MR. EDELMAN: The question --

MR. POLLACK: I take it back.

Q. We are talking about No. 7. Temporary transfer. Do you have the question in mind? A. What was the last question?

MR. POLLACK: Would the reporter please read it back?

THE REPORTER: Read it back, your Honor?

JUDGE GOERLICH: I think I -- I think it was answered, wasn't it?

MR. POLLACK: No. I don't think it was.

JUDGE GOERLICH: Do you recall?

Read it back.

(Question read.)

JUDGE GOERLICH: The question is withdrawn.

Q. (By Mr. Pollack) With respect to item 7 of the letter which refers to Article 8. Did Mr. Dinerstein ever give you a reason

195 for the company's demand? A. Yes, Mr. Dinerstein did say that they wanted to put whoever they thought they could, or they wanted to in the job.

They wanted to be the sole decider of who would get the job, if that is what you mean.

Q. And you never changed your position and the company never changed its position? A. No, sir.

Q. Just let me take you back now to item 6, which apparently I skipped.

Was the company's demand as contained in that April 1st letter acceptable to you? A. No, it was not, sir.

Q. Was it your position that the language of the 1972 contract should continue in any new agreement reached with the company? A. I did say I did not know why there should be a change from the previous language.

Q. Did you oppose the change? A. Yes, I opposed the change.

Q. You opposed changing the present language or the 1972 language? A. No. I opposed his proposed language.

Q. Did you oppose changing the 1972 contract?

196 MR. EDELMAN: I am going to object, your Honor.

The witness has already stated what he said.

MR. POLLACK: Okay.

Q. (By Mr. Pollack) I call your attention to page 12 of General Counsel's 6.

I ask you to read the -- read the first 12 lines on that page. A. Yes, sir.

(Witness complies.)

Q. Have you read it? A. Yes, sir; I have, sir.

Q. Did you oppose the change in the existing contract as the contract of 1972 set forth in Article 7 concerning business slack? A. Did I --

Q. Oppose the change in the existing contract. A. Did I? Yes, in the existing proposal, sir, you are getting me mixed up.

Q. The 1972 agreement, 1969 to 1972? A. Yes. Did I oppose the changing? I opposed the -- I did not like the proposal that was handed to me.

Q. Yes. A. Okay. Yes.

Q. What did you suggest in its place? A. I did suggest that a man should have at least one year of service instead of two.

197 Q. Did you not say that you did not -- that you opposed this change in the existing contract?

Did you not say that? A. Basically, I did; yes, sir.

Q. What was the existing contract in your mind?

You used the word. What did you mean by -- A. The contract that was in existence from 1969 through 1972.

Q. Did you then say you opposed any change in that clause in the 1972 agreement? A. Yes, I did.

Q. And you wanted that continued in any future agreement? A. Well, we did discuss this a couple of items --

Q. I understand. A. -- I made clear what I proposed in it. I did not say you cannot change a word in it. I opposed the company's position that they have the sole discretion and I opposed the company's position that a man must wait for two years to be eligible to be notified of a layoff and I opposed the 12-hour waiting period to be told there was going to be a layoff but basically, other than that, I don't agree with this.

Q. Well, what is left?

MR. EDELMAN: It speaks for itself.

198 Q. You agree with everything except you opposed?

MR. EDELMAN: Objection, argumentative.

Q. Did you ever offer a counter proposal to that demand of the company? A. No, sir.

Q. I don't mean to skip you, but we did 7 already. Would you go to 8? A. Okay.

Q. Did the company demand, as contained in item 8, was that acceptable to you? A. No, it was not.

Q. And did you oppose any change to the existing contract language? A. Yes.

Q. And did you remain rigid in your discussions that the 1972 contract language should be incorporated in any future contracts? A. I said I did not agree with this, sir.

Sandy -- Mr. Pollack, throughout this whole negotiations when I answered I don't agree with this, did not, I never said I will not go and discuss it further.

We went through it once. I gave him my answer.

199 I said I did not like the change from the previous contractor we did -- we were going backwards. His answer was this is the company's proposal on those things. We never --

Q. Was his answer that we could not remain competitive? A. On some of the items.

Q. Wasn't that the general tone that he took at the beginning of the negotiations? A. Only on certain items.

Q. Wasn't that the first thing I said? A. Yes, it was.

Q. First thing he said about demands that he needed the change to remain competitive, didn't he? A. Yes, sir; and he also said he could not afford it at his first demand, yes, sir; he did say that.

Q. The first words out of his mouth?

MR. EDELMAN: I am going to object to the tone of the cross examiner's voice. I don't think there is any need to become argumentative in tone.

JUDGE GOERLICH: Well, this witness is a seasoned negotiator he is not going to be frightened by anything the lawyer says to him or any attitude the lawyer takes, I am sure; or intimated or coerced.

Q. Did you go through that paragraph with Mr. Dinerstein?

A. Yes, I did.

200 Q. Did Mr. Dinerstein capitulate or give in in any respect?

A. No, sir.

Q. Would you look at your affidavit, page 13, that is General Counsel's 6, five lines from the bottom? A. Yes, I am looking.

Q. Is your answer still the same that Mr. Dinerstein did not change in his demand? A. I do not recall him changing his demand.

Q. I ask you now to read aloud, if you will.

MR. EDELMAN: I am going to object to that.

The exhibit is in --

JUDGE GOERLICH: Overruled.

I will permit him to read it in the record. Read what you desire.

Q. Five lines from the bottom on page 13 -- A. Mr. Dinerstein responded that it was and then we went through the paragraph and Dinerstein said that certain things could remain as they were contained in the prior paragraph.

However, I could not recall specifically what Dinerstein said could remain.

In substance, Dinerstein was eliminating promotions from within, based upon seniority, and he was opposed to it.

201 Q. But he did say certain things could remain? A. The above paragraph. Is he talking about this proposal or is he talking about the contract?

Q. It is your affidavit. A. I am assuming he said certain things could remain in this contract, in this above proposal.

Q. That is what Mr. Dinerstein said.

MR. EDELMAN: Objection, your Honor.

JUDGE GOERLICH: Just a minute. What is your best recollection as of this moment?

THE WITNESS: That there was no answer. There was no change.

JUDGE GOERLICH: That is your best recollection as of this moment?

THE WITNESS: Yes, sir.

JUDGE GOERLICH: Very well.

Q. Did you come forth with any counter proposal? A. No, sir.

Q. I believe you testified that you were given a copy of what you term the management prerogative clause of the March meeting? A. Yes, sir.

Q. That is General Counsel's 4. Was there ever a time when you responded to that throughout your entire negotiations? A. Only
202 to say that we would read it at some future time and get back.

Q. Was there a future -- A. I'm sorry.

Q. I did not mean to interrupt, and get back -- Now, what were you saying? A. And then at another time when it came up and we all did not have copies and it was not discussed but it was brought up.

Q. Did you say at that future time that you had not read it yet? A. I might have, sir; yes.

Q. Do you recall when that future time was? A. No; I don't.

Q. Could it have been the July meeting? A. Could have been.

Q. So, in -- from March 11 through July 31 you had not read it yet; is that correct? A. If that is when it was brought in again. That is the date. I don't remember the date.

Q. Did you take the demand seriously? A. Of course I take every demand seriously.

Q. Have you read it yet? A. No. I have not, sir. It is a legal document and it is -- I would rather my attorney comment on it when we finally reach an acceptability of it.

203 Q. Were you not the chief negotiator? A. But there are legal questions I leave up to the attorney I do not answer.

Q. Were you or were you not prepared to negotiate with the company as regard to that document, GC 4? A. No, I was not ready to negotiate with regard to that document.

Q. I ask you to look at item 10 of the letter of April 1st.

The company's position is as you know to eliminate that clause.

Would you tell us what your position was and what happened to it throughout the negotiations? A. I think I just answered them questions.

Q. Article 10 concerns itself with supervision of employees and who is to direct the employees; is that correct? A. Yes, it does.

Q. And the company?

MR. POLLACK: Article 10 or Proposal 10.

MR. POLLACK: Proposal 10, Article 11.

THE WITNESS: I'm sorry, I am on the wrong place then.

Q. Proposal 10, Article 11. A. Article 11. Direction of employees. Okay.

204 Q. Was that demand acceptable to you? A. No, it wasn't.

Q. In fact, it wasn't acceptable to you because you wanted the employees to only take directions from his immediate supervisor; is that correct? A. That is right.

Q. And that was the language contained in the 1972 agreement? A. Yes, sir.

Q. And that was the language you remained insistent upon for any future contract; is that correct? A. Yes, sir.

Q. Didn't the company through Mr. Dinerstein say to you that anybody in the executive staff of management has to have the right to control the personnel? A. He did say that he wanted anyone that they see fit to tell anyone what to do. Yes.

Q. Didn't he say executive officers? A. I don't remember him saying.

Q. Did he offer to give you a list of the chain of command? A. As a matter of fact I said do you mean the man inside doing the book to come out on the floor and I said that explicitely and the --

205 Q. What did he respond? A. I forgot the name now but two years ago I remember. He said yes, even him.

Q. I ask you to look at your affidavit including in page 15? A. Okay.

Q. Do you see the words any other person on the executive staff? A. Where are we talking, please?

Q. 1, 2, 3, 4, 5, 6, 7 lines down on the first full paragraph. A. Yes, I see it.

Q. And isn't that what you were asked to approve? A. I am sorry; I said that I had made it clear I even mentioned the office man's name and it was anwered yes, even him.

It is not the item I admit, but the more we talk, the more I can remember.

Q. Did Mr. Dinerstein offer to give you a list of the chain of command? A. No, sir; not at any time.

Q. Did you ever, other than to insist on the old contract language, change your position with respect to that demand of the company? A. No, I did not.

206 Q. No. 11 of the company's demands. Was that demand acceptable to you? A. No, it was not.

Q. Did it ever become acceptable to you? A. There was some other discussion on it and I asked that the sole discretion, we

would agree with emergencies but if the sole discretion was taken out we would agree to it.

Q. Wasn't the use of the word "emergency" the old language? A. Oh, yes.

Q. And the company wanted to have the right to determine when an emergency existed? A. The company wanted the sole right of determining when the emergency existed and I pointed out to Mr. Dinerstein -- Did I finish my --

MR. PALMIERI: Yes.

A. (Continuing) I pointed out to Mr. Dinerstein that sometimes the company may lay off a man and then deem an emergency existed the day th man was laid off and decide to run the machines.

Q. Did Mr. Dinerstein reply to that? A. The item was left open.

Q. Does that mean that there was a reply? That Mr. Dinerstein made? Said something, and made some -- A. I really don't
207 remember what he answered. I know that it was left open. It was not a firm "no."

Q. So the conclusion that you know, then, was that there was some movement on the part of management in regard to that demand? A. There was no definite answer.

Q. It was left open? A. It was left open; yes.

Q. Was there any movement? A. No, there was no movement.

Q. As opposed to the other items in which there was no movement that were closed? A. Yes.

Q. Was there anything in your mind which distinguishes the two?

MR EDELMAN: I am going to object to the question.

MR. POLLACK: The witness is using the phrase open and closed.

JUDGE GOERLICH: Do you understand the question?

THE WITNESS: I think -- Yes, going back I have open and reword and refreshing my own memory I said we would accept this if we would reword it.

Q. That indicated to you that there was movement on both
208 sides? A. Not on both sides. I didn't get any answer that was my answer.

Q. You mean you offered to change that? A. Yes. I said I -- it can be worked out if it would be reworded. I did not want the sole discretion in there, but it would -- it could be worked out if it was reworded.

Q. Did Mr. Dinerstein indicate to you in the discussion of that paragraph that it would be impossible or not feasible to hold a meeting in order to determine what an emergency was, that the company had to act in situations where they found an emergency situation? A. He might have. I really could remember something like that; yes.

And my reply was that he can go ahead and do it. We are not forcing the people not to work; that we just don't want them to be the sole, or have the sole discretion.

Q. And then did Mr. Dinerstein argue that after they went ahead and did it you could explain about his action? A. I don't remember him saying it.

Q. Did he say that or words to that effect? A. I don't remember him saying that.

Q. Do you remember what you said though; right?
209 A. Sure.

Q. Item 12, which refers to item 13 of the 1974-1972 agreement.

Was that proposal acceptable to you? A. No, it was not.

Q. Did you ultimately come to an agreement, in principle, on this proposal? A. Only one item.

Q. And that is the item that reduced the 75 miles demand to 30 miles? A. Yes, sir.

Q. And was there a discussion about the word "bankruptcy"? A. Yes.

Q. Did the company tell you that, its reason for desiring changes in that paragraph? A. Just as in case the company did, not as a definite reason, no.

Q. But did they give you reason, even? A. An example, not a reason.

Q. They gave you an example? A. They gave me an example.

Q. But these examples did not convince you that the company was right; is that what you are saying? A. Yes; that is right.

210 Q. And therefore you wanted the language of the 1972 agreement continued, except for the agreement on that 30-mile radius; correct? A. Yes, I did. But I also want to interject here, if I may, that the previous contract did not give any amount of miles.

Q. I understand that. A. But I did agree to the 30, so we are changing that previous agreement.

Q. I understand that. A. Okay.

Q. And I am sure the judge does. A. I want to make sure.

Q. Now, with respect to item B of the severance pay company proposal, which is their number 12.

Was that acceptable to you? A. No, it was not.

Q. You insist on the 1972 sechedule continued? A. I did not see any reason why we should not continue it; yes.

Q. That really doesn't answer the question.

Did you state that you wanted the 1972 clause in that regard carried forward? A. Yes.

211 Q. Did you demand the old sechedule, as a matter of fact? A. I said I don't see any reason why we should not accept.

Q. Did you demand it? A. Quite possibly; yes.

Q. With respect to subparagraph (c), the company's position was unacceptable to you, was it not? A. That is right; that is right, sir.

Q. Did you ever request -- did you request or insist -- strike that.

Did you request that the 1972 contract language be carried forward in this regard? A. I said that I did not see any reason why we should not carry forth our previous language, that is right, sir.

Q. Did you ever change from that position? A. No, I have not. There was no answers back, I mean, you know, we did not negotiate -- like, I said the 30 days was in the previous contract. I would like -- didn't see any reason why the previous contract.

Q. Did you make any counter proposals? A. No. I don't see any reason why I had to.

Q. So that you did not see any reason why after you said "I
212 want the old contract"? A. Why does the 90-day clause leave a man without pay for 90 days after he is laid off?

That is what they wanted to do.

But I don't get any answer except that is our proposal.

Q. Did you make a counter proposal or did you say the old language? A. A counter proposal. I am asking him for -- what kind, he came in with a new item.

Q. You indicated that the company's position was unacceptable to you? A. Yes.

Q. Did you tell the company what would be acceptable to you at any time? A. No, I did not, but I asked why they would come out with this kind, why 90 days, would they want a man to wait 90 days after a layoff?

Q. Because the company never said to you that the 30-day layoff may not -- A. No, they never mentioned that and if they

had I would have told them in our previous language we do have a clause that will protect the people for the first 30 days then severance pay may be involved.

Q. Did Mr. Dinerstein say anything about that? A. Not that I can remember.

213 Q. You used the expression in your affidavit -- and I call your attention to page 17 -- you used it here in many other places where you say, "I do not recall what Mr. Dinerstein said concerning this point."

Do you see it? A. Well, I don't see it, but I am sure I said it; yes.

Q. All right.

Now, does that mean that he said something and you don't recall what he said?

MR. PALMIERI: Where does it say that?

MR. EDELMAN: Here.

MR. POLLACK: It says it in many places in the affidavit.

MR. PALMIERI: Okay.

Q. (By Mr. Pollack) Does that mean he said something but you don't remember what he said? A. Yes.

Q. And that is the way you used that phrase in your affidavit; correct? A. I would say yes.

Q. Now, with respect to the company's proposal -- strike that.

Going back to the 12(c) which is the change from 30 days to 90

214 days, did you ever change from your position that you wanted a 30-day period? A. No, I did not.

Q. And did the company ever change from its position that it wanted a 90-day period? A. No, it did not.

Q. All right.

Now, with respect to 12(d), one week's pay shall be 40 hours.

That was the company's demand. Did you take any position on that demand? A. I did say that we -- whatever hours we did agree would reflect through all of these demands that are asking for the daily hour or the weekly hour. Whatever conclusion we wound up on the work week would reflect throughout the contract, I am sorry, proposal.

Q. Was there an agreement on that, do you know? A. Yes, yes there is.

Q. With respect to the adjustment of grievance provisions, which is article -- which is the company's Demand 13, 13A, was the company's demand acceptable to you? A. No, it wasn't.

Q. You rejected that demand? A. Yes, I did.

215 Q. And what did you offer in its place, if anything? A. I offered the previous contract.

Q. Was there a discussion on it? A. Yes, there was, at which time Mr. Dinerstein said that he knew some names he could submit.

Q. Are we not looking at 8 now, Mr. Danetra?

I am sorry. I don't mean to confuse you. A. Yes.

Q. I am asking you about 13A. A. Yes.

Q. Start that over then. Was the company's demand 13(a) acceptable to you? A. Yes, it was basically acceptable, except I wanted to leave it open to decide if the shop steward, or when the shop steward's failure to prevent the grievance, when will the grievance be thrown out.

It is kind of hard for me to say.

Q. Are you saying, in substance, though, you and the company were moving for a settlement of that issue? A. I say that I am. I agreed to that one particular thing, that we will leave it open, but decide when the shop steward's failure will take effect.

Q. Were you offered two or three days' notice; do you recall? A. There was discussion on the amount of time; yes, yes.

216 Q. The company made some offers in that regard? A. We both made some offers; yes, sir.

Q. Now, with respect to "B" of that item 13. A. Yes?

Q. The company requested the American Arbitration Association be substituted in place instead of the impartial chairman; correct? A. Yes, sir.

Q. Did you have a discussion about why the company wanted the replacement? A. Yes, we did.

Q. What did the company say? A. The company wanted an impartial arbitrator; they would rather not go to one man.

Q. Did the company indicate why the contract arbitrator was not acceptable to them? A. Other than that statement, no, I don't remember.

Q. Did it indicate anything about the industry? A. No; I don't remember that.

Q. And do you recall who it was that the company wanted substituted for the impartial -- wanted substituted for the contract arbitrator? A. Well, they wanted the American Arbitration, then they said -- when I said we have an impartial arbitrator in our previous contract.

217 Mr. Dinerstein did say he has some names of people who would act as arbitrators.

Q. Mr. Dinerstein even agreed? A. He never agreed to it. I said, "Why don't you get me the names and let me take a look at them?" And that was the end of it.

Q. So you acceded to a substitution of the contract arbitrator to another named individual if that named individual would be acceptable? A. I did not leave any definite answer. You said "acceded"?

Q. "Acceded" means agreed. A. No, no, there was no agreement on this item other than that Mr. Dinerstein would get back with some names.

That wasn't even agreeable that we would need the name if he got back.

Q. But you rejected the American Arbitration Association? A. Yes, sir.

Q. And you remained rigid in that rejection, did you not? A. Yes, only because it takes so long to go there and we can get it done quicker in other places.

218 Q. Item (c) of the April letter -- Incidentally, with respect to the named arbitrator, did Mr. Dinerstein suggest the name? A. Not that I can remember.

Q. Did you ever hear the name Meyer Drucker? A. No, sir.

Q. You never heard of it? A. No, sir.

Q. Not at any of the negotiation sessions? A. No, sir.

Q. Do you happen to know who Meyer Drucker is? A. I'm sorry; I don't.

Q. Back to (c) or item 13, which refers to the elimination of the fifth paragraph. Was the company's position acceptable to you? A. Let me find it, please.

JUDGE GOERLICH: The Trial will be in order.

Q. (By Mr. Pollack) Mr. Danetra, did there ever come a time in your negotiations with the company or even if you had an objection to -- strike that.

Did there ever come a time in your negotiations with the company where even if you had no objection you would accede or agree because you wanted the company to explain their desire for a change? A. I

219 objected to every clause that the company put in there except the ones I brought forth.

Q. I don't believe you understand the question. A. No, I guess I didn't.

Q. Did there ever come a time when your attitude as such that even though you had no objection to the company's proposal you would not agree -- A. I had an objection to every proposal the company made.

Q. So that that never happened? A. No, sir.

Q. I refer you to page 25. A. Of my testimony?

Q. Of your testimony.

And I ask you to read the last four lines of the first paragraph.

You can read it aloud. A. I believe I left it open. I could not comprehend why they wanted to change it.

Q. Would you be kind enough to start one line above this?

Oh, I'm sorry; forgive me. Continue. A. The very first sentence is June 1, vacation time.

220 The next sentence starts, "I believe I left it open. I could not comprehend why they wanted to change it.

I did not have any objection at this time.

I just wanted to leave it open at the time. The company would have to explain why they wanted to change it.

Q. Even now you did not have an objection; you resisted the change; is that correct? A. I resisted the change because I did not know why they wanted the change.

Q. But you had no objection to the change? A. I did not know if I had any objection to the change.

Q. Would you want to read that? A. I wasn't sure if I knew I had any objection or not. I wanted time, or I wanted their explanation on why they were doing it.

Q. That is a little different from what it said in the paper? A. No, it is not any different.

Q. All right. Thank you. A. I said I did not have any objection. I just wanted to leave it open and let the company explain why they wanted a change.

221 Q. Do you agree that you did not have an objection, then or now? A. I do have an objection now, too. I don't know why the company wanted this change. I wouldn't say I won't go and accept it. I just wanted to know why they wanted the change.

That is not much to ask.

Why do you want this change.

Q. Did you have an objection to that problem, to that proposal of management? A. I didn't know why they wanted the change. That was the only objection I can think of now. I had no objection other than to know why they wanted the change.

Q. And you would not accede? A. If they gave me an answer, I would. Their answer was this is what they want.

Q. And even though you had no objection you would not agree unless they told you why? A. I did not disagree either.

Q. Would you please listen to the question? The company gave you a proposition and even though you had no objection you would not agree unless the company told you why they wanted the change; is that your statement, sir? A. I never said I would not agree. I

222 wanted to know why they are making this.

Q. When you say "I left it open," does that mean you agree or did not agree? A. That means it is open. I'm not necessarily turning it down.

MR. EDELMAN: At this point I object. It is getting argumentative. He has been over this particular point a number of times. It is in the record.

JUDGE GOERLICH: I think that particular point is in the record now.

Q. Did there come a time when the company offered a movement from its original demand with respect to the insurance, hospitalpzation and welfare benefits? A. The company did say -- at first they said they wanted to keep their own insurance, self-insured, and they did say that they would let us handle the insurance without any increase.

MR. POLLACK: If your Honor, please, could we instruct the witness to answer the question?

He is giving me a lot of colloquy, your Honor.

JUDGE GOERLICH: I think he did.

MR. POLLACK: I think he is giving me an introductory remark.

223 I ask that the reporter read the question and answer back.

JUDGE GOERLICH: Very well. The reporter will read the question and the answer.

(Record read.)

JUDGE GOERLICH: I will allow the answer to stand. That sounds like an affirmative answer to me to the question.

Q. (By Mr. Pollack) Did there also come a time when you said to the company you will need more money for their hospitalization insurance? A. I told the company that we are -- we are presently putting in a major medical plan.

Q. Did that cost more money to the company? A. That would cost more money than their original.

Q. Could you tell them how much more? A. It was in their original proposal.

Q. Did you tell them how much more? A. I don't remember, really.

Q. Wasn't it six dollars more? A. I believe it was four.

Q. Was it raised from eight to twelve? A. Are we talking pension -- I'm sorry -- maybe it has been six dollars.

It could be six.

224 MR. EDELMAN: Objection. The proposal speaks for itself. As I recall the testimony was it was in the proposal.

Q. Did Mr. Dinerstein say to you he would like to know what that increased amount of money was going to buy? A. Yes.

Q. And did you tell him that you did not have books available for him, they were in the process of being printed? A. I did.

Q. And isn't it a fact that the first time the book was available was at the July meeting? A. The current booklet, but there was another book. There was another book before that came.

Q. But that did not cover the increased benefit? A. That is right. Up to the increases they did have the book.

Q. For the old benefits at the old rate they had the book? A. No. There was changes in benefits from the time their contract left off until the present without the new book.

We put in podiatry. We put in a lot of other things.

225 Q. You asked -- You requested that the company increase its hospitalization -- welfare contribution to the union; correct? A. Yes, sir.

Q. And you said one of the reasons for that requested increase was because of additional benefits? A. Yes.

Q. And did you also say that not all the benefits could be described because the new booklet was not yet available? A. Yes, sir.

Q. And when was the first time that booklet became available? A. Whatever date you said; June.

Q. Wasn't it July? A. July. Quite possible. I gave it to them.

Q. Quite possibly? A. Yes, possibly. It was that date.

Q. It was July? A. If that is when you say it was, I agree.

Q. I ask you to look at the booklet. Is this the booklet that you are referring to? A. Yes, it is.

Q. I ask you to look at the back cover. Is there a printing date on the back cover? A. Yes, it is.

226 Q. What is that printing date? A. July 1974.

Q. Is that the first time it became available? A. Yes, sir.

Q. Let's talk about pension. Did you and the company have a discussion about your demands for pension? A. Can't we talk about insurance a little more?

JUDGE GOERLICH: Just answer the question, sir.

THE WITNESS: All right. I'm sorry.

About the pension. I'm sorry. I didn't hear the question.

Q. Did you make a demand that the company grant pension benefits to its employees? A. Yes, I did.

Q. What was the company's response? A. That they wanted to handle the pension plan themselves.

Q. Did they tell you why? A. Well, he wasn't familiar with the pension plan and asked a lot of questions, so they did not tell me why.

Q. Did they tell you why, the portable, do you know what the portable is? A. Yes.

Q. That the portability of the pension plan did not affect his employees because they weren't in the industry? A. Are we talk-

227 ing about the negotiations on this letter or future?

Q. At any time. A. Going over this letter, that is why I am asking when you came up with pension.

At any time during the negotiations he did tell me that; yes.

Q. Unless there be some confusion in the record, my direction to you, as it concerns that letter, was to ask you what the original position was of both parties and if there was any movement, ever, to tell us what that movement was and so it would not -- is that the way you answered the question? A. All I did then was got off the track then. I thought we were away from the letter completely.

Q. When you answered questions that I directed to you concerning the letter --

MR. EDELMAN: What letter, April the 1st?

MR. POLLACK: The April 1st letter.

MR. EDELMAN: Yes.

Q. Did your answer reflect only the first meeting or the
228 entire series of negotiations sessions when you said there was no movement or there was no response? A. Only the first meeting or that when we went over this.

JUDGE GOERLICH: Well, now, would you take a look at that letter so that we can get beyond this without having to go through it all again and indicated --

MR. EDELMAN: May we --

JUDGE GOERLICH: If there are any paragraphs in that letter in which there was any movement one way or the other from the position the parties took on the day that it was first gone over, which my recollection was April 11.

MR. EDELMAN: Your Honor, I believe -- and I can be -- I am willing to be corrected if I am wrong. I believe what the witness testified on a number of occasions is that they went -- only went over these proposals at one time.

To go over these proposals one time took three meetings: the March 11, April 1st, and April 4th meeting.

JUDGE GOERLICH: Very well. I will correct the question to reflect that after you had considered the proposal set forth in that letter at least once, were there any differences or movement in the positions of the parties?

229 THE WITNESS: Yes, there was.

JUDGE GOERLICH: Now, would you point out the specific sections in which there was a movement?

THE WITNESS: There was a movement on the pension, that is their Article XIV and on the insurance, payment for time off, No. 18; and --

JUDGE GOERLICH: Now this refers to either movement by the company or the union?

THE WITNESS: Yes, sir.

No. 18A and B.

JUDGE GOERLICH: Does that conclude your answer, sir?

THE WITNESS: No. I am looking trying to find --

JUDGE GOERLICH: When you conclude your answer, will you let us know?

THE WITNESS: There were some changed in 20(c).

MR. POLLACK: What was that number, Mr. Reporter?

THE REPORTER: 20(c).

JUDGE GOERLICH: 20(c)?

THE WITNESS: 20(c).

There were some changes in 22(e).

I'm sorry, did I say 22(e)? I'm afraid I got mixed up and I am

230 giving you our article numbers and their question numbers.

Q. (By Mr. Pollack) Would you -- Mr. Danetra, you are looking at your copy of the letter of April 1, 1974, are you not? A. Yes, sir.

Q. Would your copy indicate those items on which there was movement throughout the negotiations? A. No.

JUDGE GOERLICK: Well, have you stated all the ones that there was movement on?

THE WITNESS: I said 22 -- on their No. 22(c).

JUDGE GOERLICK: You mentioned that one.

THE WITNESS: That should do it, I think, your Honor.

JUDGE GOERLICK: Very well. Go ahead, Mr. Pollack.

Q. (By Mr. Pollack) Did you ever receive a letter from the company or its attorney dated April 10, 1974? A. Can I see the letter?

Q. I can show you my office copy of it. Did you ever receive the original of that letter or a copy of that was addressed --

A. Yes, I did.

Q. Do you have that document available?

231 JUDGE GOERLICH: Well, if everyone agrees that a copy is accurate, you don't need the original. Go ahead.

MR. EDELMAN: If you are going to introduce it maybe we can stipulate it into the record at this point.

JUDGE GOERLICH: Do you want it marked and placed in the record?

MR. EDELMAN: I will introduce it in my testimony concerning Mr. Palmieri, so we might as well get it in now.

JUDGE GOERLICH: Very well. Get the original out if you have it and mark it.

Do you want to mark it General Counsel's Exhibit?

MR. EDELMAN: It doesn't matter to me. I have no objection to putting it as my exhibit.

JUDGE GOERLICH: All right.

If the General Counsel marks it as his exhibit.

MR. POLLACK: Certainly.

JUDGE GOERLICH: Very well, mark it as his exhibit.

(Discussion off the record.)

JUDGE GOERLICH: On the record.

232 As I understand it, the exhibit which was marked General Counsel's 7 is now marked General Counsel's Exhibit 9, and the letter dated March 20, 1974 is marked General Counsel's Exhibit 7.

Is there any objection to admission of the General Counsel's Exhibits 7 through 24?

MR. POLLACK: None at all.

JUDGE GOERLICH: Very well. The exhibits are admitted.

(Thereupon, General Counsel's Exhibits 7 through 24 for identification, received in evidence, as of this date.)

Q. (By Mr. Pollack) Mr. Danetra, I am going to show you GC-15 in evidence.

This is a letter from Mr. Dinerstein to Mr. Palmieri.

I ask you if you ever saw that document before (Handing).

A. Yes, sir.

Q. I ask you now to read particularly the first paragraph on page 2.

Read it aloud, if you would, please. A. "The management has also revised its position so that any current employee will be entitled to retain any current benefits which may be more favorable

233 than the benefits in the new contract."

Q. Did you have any discussion with Mr. Dinerstein or anyone from the company at any meeting concerning the effect of that contract offer? A. Yes, we did.

Q. At what meeting did you discuss it? A. Can I look at my notes, please?

Q. Certainly can. A. On the May 9th.

Q. On the May 9th meeting, you discussed a May 23 letter?

A. No. You asked -- I'm sorry.

Q. You discussed the concept -- all right, I will stay with you, what did you discuss on May 9 concerning current employees?

A. Well, we started the -- we were talking about the pension and we described the current employees' benefit under out pension plan.

Mr. Dinerstein said that he did not want the current people to be covered under our pension plan; that the company wanted to handle their own pension plan or work up a separate trust agreement for your company alone.

Q. Did he say why? A. He said that he thought that these
234 people were in your own industry and -- I told --

Q. Did he discuss the effect of portability therefore on the people in their own industry? A. Yes. There was some discussion on portability.

JUDGE GOERLICH: Maybe you ought to explain what "portability" is so that somebody that views the record they may know including myself.

THE WITNESS: In the event a man needs the employ of one -- leaves the employ of one company and goes to another company, his pension rights will be protected or carried over to the new company.

Q. Provided both companies are under collective bargaining agreement with the union and both companies are contributing employers? A. Yes, sir.

Q. Mr. Dinerstein said to you that since we are in a different industry that that portability was merely a subsidy to other employers; did he say that? A. Yes, he did.

But I disagreed with him because our people can be placed in any one of the plans we have under contract.

As I said before these people do the same job in his company as they do.

235 Q. Wxcept for moving machines? A. The moving machine basically just make the straight line as the printing press cost.

Q. Are you telling me that it is as easy to operating a moving machine as a printing press?

MR. EDELMAN: Objection. Irrelevant.

JUDGE GOERLICH: Well, I will let you go into this if this matter was discussed during negotiations, was it?

MR. EDELMAN: I don't mind going into anything that was discussed in the negotiations, but what I object to is the question as

to whether one job is more difficult than another job unless it was gone into --

JUDGE GOERLICH: Did you talk about that particular subject?

THE WITNESS: No, not on the machine. I talked about I can put these people to work in another plant that has the same type of machine. Yes, I did.

Q. Did Mr. Dinerstein agree? A. I don't know whether he agreed or not.

Q. Did he say anything? A. I cannot recall him saying anything, no. But we did go on.

Q. Do you recall his saying nothing? A. Yes, to my
23ó statement that we could put the people to work; yes.

Q. He did not respond? A. Yes. I did not recall a response, right. I don't recall him responding.

Q. You recall him not responding? A. I recall him not responding.

JUDGE GOERLICH: The question of portability ever resolved between you and Mr. Dinerstein?

THE WITNESS: No. Mr. Dinerstein contended that they would have their own pension plan and their own trust agreement for their company.

He wanted the new people to -- He wanted investigating after ten years. He intended to have investigating after ten years, but he wanted the new people not to be eligible for the pension plan until they were employed for two years.

I pointed out to Mr. Dinerstein that would only give them eight years of investigating. They would never have enough money to retire on.

Under 381 pension plan --

JUDGE GOERLICH: Did you tell Mr. Dinerstein that?

THE WITNESS: Yes, I did; I told Mr. Dinerstein that.

237 Q. (By Mr. Pollack) Did Mr. Dinerstein tell you how many people from Romo qualified under that? A. Yes.

Q. What was your response? A. I think we started to go over the severance pay list.

Q. Severance pay list? A. Severance -- Seniority list. I think it was three or four; I'm not sure. We did mention it, though.

Q. Where did you get the seniority list that you went over? A. Somebody had the names of the people or something.

Q. Would you have them? A. I do have them in my folder, yes.

MR. EDELMAN: I am going to object to this. Why is it relevant where he got the seniority list?

JUDGE GOERLICH: I will allow the answer.

Where did you get it? I think it is relevant.

Do you recall where you got the seniority list that you use on that occasion?

If you don't recall, then say you don't recall.

If you do, tell us where.

THE WITNESS: There is one attached to the contract. Not a seniority, the list of people.

238 Q. That is the list you use; correct. The list attached to the original contract.

Didn't Mr. Dinerstein ask you how many of those people were still employed?

MR. PALMIERI: I don't think he answered the previous question.

JUDGE GOERLICH: Did Mr. Dinerstein ask you how many of those people were employed.

Will you answer the question? Yes or no.

THE WITNESS: Yes.

Q. You answered his question. Did you answer that?
A. I did not know how many people are employed.

Q. Did you know how many are qualified? A. We did discuss the qualified. Maybe Mr. Roth came up -- Mr. Roth may have gone through his own memory and came up with that but there was a paper around with the names also.

Q. It is your testimony that during these negotiations you stated that you confined jobs for the people in your employ in others of your companies; is that correct. A. Yes, sir.

239 Q. And that came up during the discussion of portability; correct? A. Yes, sir.

Q. Did Mr. Roth ask you whether or not you found jobs for the nine people who went out on strike? Yes or no?
A. He may have; yes.

Q. And did you respond? A. I don't remember my response.

Q. Did you respond? A. Yes. Yes, I did.

Q. But you do not remember what you said? A. Something to the effect that the people were on the picket line and they were used on the picket line.

Q. And thereafter? A. And thereafter.

Q. Did you respond? A. Thereafter we replaced-- we placed some of the people.

Q. Did you have a discussion of that, sir? Who you --
A. No, sir.

Q. That you placed some of these people? A. I thought you said who. I'm sorry.

Q. Did you have a discussion at the negotiations about the people that you placed? A. I said anyone who wanted a job would

240 be given a job; yes, sir.

Q. That was your discussion at the negotiation sessions?
A. Yes, sir; anyone came to us who wanted a job were given a job.

Q. Were you asked how many? A. No, sir.

Q. And so your statement was that you could place anybody.

Your statement was that you can place anybody who came to you during the strike was left unchallenged, wasn't it?
A. Yes.

Q. And that is the way the conversation ended concerning your ability to place people and the effect of that on our portability? A. Yes.

Q. Did you ever reach a point of time when you aggrieved with the company on the concept of classification? A. We were talking, the original question.

Q. We will get to it. A. I did not answer. You know -- we were talking about the letter and then we were discussing the parts about the new people. We never did finish that.

Q. I thought you went into a discussion of pension.

241 A. That was part of it.

Q. Were there other times when you asked? A. At the same meeting there was more discussion on the pension.

Q. Fine. On the pension? A. Yes.

Q. Not on the new people? A. Yes, on both, the pension for the new people.

Q. That is the pension? A. Yes, there was more discussion on the pension.

Q. We are now at the question that you started with was were you ever told by management whether or not it -- strike that.

Were you ever told by management that it in fact revised its position so that any demand that it had made which had an adverse

effect on current employees would be withdrawn as to current employees and that the demands, if they involved any diminution of benefits was limited solely to new employees? A. After this whole discussion of pension came about, then that statement was put on the table. I still don't know what, exactly what it says and I told Mr. Dinerstein that.

Q. Now I call your attention again to the letter of May 23
242 and I ask you to read that to yourself the paragraph which you read earlier? A. I do know what it says, sir.

Q. Did you ever have a discussion concerning the effect of that paragraph on the company's position or demands at the negotiation table? A. Yes, I did.

Q. When? A. During that May 9 meeting.

Q. I don't know whether we are following each other. The letter that I am referring to is dated May 23, 1974. A. Yes.

Q. Following that letter, did you ever -- A. Oh, following; I'm sorry.

Q. I apologize. A. I didn't hear following --

Q. I don't know how -- strike that.

I apologize.

MR. EDELMAN: Had me going the same way to Sandy.

JUDGE GOERLICK: Very well. Tell us what discussions you had following the letter on the subject of the letter, referring to the sentence that you read awhile ago.

THE WITNESS: The only conversation that I can remember
243 is that our next meeting in July I believe it was the question of the letter that came up and I did send you the proposal that should have made it clear.

This was said by Mr. Dinerstein and there was no further discussion.

Q. Didn't you say that, "Gee, what you are asking me to do is really negotiate two contracts? A. At this meeting. That is before that letter.

You are saying what happened after that letter.

Q. But in any event, you said that you were being asked to negotiate this contract? A. During this meeting. You are asking?

MR. EDELMAN: May we have it in the record when he said "this meeting" he is referring to the May 9 meeting?

THE WITNESS: During the May 9 meeting there was a discussion about are we negotiating two contracts at the same time.

Q. Was there an answer? A. He said in effect, yes.

Q. And what did you say? A. I said, "All this time we have been sitting down and we have been negotiating this has never
244 come up out of a clear blue sky after we went through the new pension and everything else now you decide this is only for new people."

After he said the new people on the pension, he turned around and said, "Oh, that pertains to the new people right along, in case you misunderstood me."

Q. Your argument up until that point, if I remember your direct examination, was, "Gee, the union doesn't want to take a step backwards;" isn't that true? A. Yes, sir.

Q. "We have gotten benefit for the people, why should we go back?" A. Yes.

Q. When Mr. Dinerstein said that to you, either orally or in a letter that he did not mean to adversely affect the present employees, didn't this in your mind go to the heart of the step-backwards problem? A. No. I tell you what in my mind that we were sitting down for four negotiations sessions and going through all this and not once was it mentioned that new people would be

treated differently than old people. Only at this point was that question raised.

Q. And when it was raised, did you refuse to negotiate in that direction? A. I cannot understand what he meant. I
245 could not comprehend at that time.

Q. What did you ask him to do concerning your ability to comprehend? A. I asked him to explain it, in fact -- yes, we did say, "Could you explain? Do you mean you are not talking about the old proposals?"

Q. Didn't Mr. Palmieri say to you, "Yes, that is what they do a lot of times, they don't talk about the present employees"? A. No. I have never heard him say that.

Q. What about on the vacation issue, specifically, did Mr. Palmieri make that statement to you that you sometime treat your current employees differently than -- A. I don't remember him saying that.

Q. You do not remember him saying -- being told by anybody that current employees could be treated? A. I remember that many times, not during these negotiations.

Q. Mr. Dinerstein suggested it to you? A. On this particular proposal.

Q. On May 9 he suggested it to you? A. Yes.

Q. On May 23, by letter he suggested it to you; correct? A. If I am not mistaken the letter just presented his idea of what
246 he has presented, too.

Q. Let's read it together. Would you want to read it again?

MR. EDELMAN: Objection, your Honor, the letter is in evidence.

MR. POLLACK: I am asking the witness to read the letter.

JUDGE GOERLICK: He has read it.

Do you have a question you want to base on anything in the letter, if so, you may.

Q. (By Mr. Pollack) It is your opinion now, or your statement, that when you received the letter of May the 29 - 23, specifically the paragraph which you read aloud before that you deem this is -- this as only Mr. Dinerstein's position, strike the question.

Would you tell me what you understood the first paragraph of page 2 of General Counsel's 15 to have meant? A. That he is revising his position to reflect these new changes.

Q. And the new changes meant what? What were the new changes? A. That he would, I judge to be, he wanted broad classifications.

Q. Wait a minute. We are asking -- That is the way you
247 read it? A. Yes. I don't agree that he is saying it. I agree that he is saying he said it, but I don't agree that we were -- that we agreed on it.

MR. EDELMAN: I think he is reading the wrong part.

MR. POLLACK: I think he may be intentionally reading the wrong part.

Q. Read the last paragraph, please? A. The attorney.

MR. EDLEMAN: I am going to object to the attorney's characterization, the witness hasn't been evasive, the witness has answered questions forthrightly.

I don't see why, Mr. Pollack.

MR. POLLACK: I withdraw the remark.

Q. Would you read the first paragraph of page 2, please? Read it aloud so there is no confusion in our minutes that you are reading the paragraph that we intend that you read. A. The management has also revised its position so that any current employee will be entitled to retain any current benefits which may be more favorable than the benefits in the new contract.

Q. Did you reject that? A. No. I didn't reject that.

248 Q. Did you ever accept that? A. We never discussed it.

Q. Didn't you in effect refuse to negotiate on it stating that you did not want to negotiate two contracts? A. Before this letter was sent I said that.

MR. POLLACK: I withdraw anything that is open and ask a new question.

MR. EDELMAN: Before -- Ask the question I am going to object at this point to the counsel's argumentative tone and more appropriately I am going to suggest that counsel ask the witness questions specifically whether he is talking about the letter or whether he is talking about the negotiation, the witness is not being evasive, the witness is being forthright.

I myself am confused by Mr. Pollack's question. I don't know whether he is talking about the meeting that took place after the letter or before the letter.

MR. POLLACK: I will clear up everybody's confusion, your Honor.

Q. Did the company ever at any time tell you that whatever demands it made at the beginning would you consider a backward step that those demands would not affect your current employees? A. No. I don't think that was clearly brought out; no, sir.

249 Q. And your reading of the letter of May 23 doesn't say that to you? A. I don't recall the letter stating that, either.

Q. I ask you to read page 37 of your affidavit, please, and I ask you to read the last paragraph on that page, read it aloud, if you would. A. "On or about May 23, 1974, Mr. Palmieri gave me a copy of a letter addressed to him from Mr. Dinerstein. This letter rejected our proposal or mediation and also summarized from Mr. Dinerstein's point of view what took place at our meeting of May 9.

"In the letter, Mr. Dinerstein states that management has also revised its position so that current employees may be entitled to retain our current benefits which may be more favorable than the benefits."

Q. Did Mr. Dinerstein ever -- you just read it. Did he ever made it?

MR. PALMIERI: In a meeting or in a letter.

MR. POLLACK: At any time.

A. Yes.

Q. He made it as an offer, as a company demand, as an offer, as a capitulation, didn't he? A. In writing, he did; yes, sir.

250 Q. Fine, and what, if any, was your response to that demand of the company? A. We never got to that demand.

Q. You never got to that demand? A. To that letter that was sent out, right, it was never discussed.

Q. Didn't you discuss that you would be required to negotiate the two contracts? A. That was before that letter, sir.

Q. All right. But it was the same, on the same demand, wasn't it? A. I was -- when that meeting was over I wasn't sure what the heck he said.

Q. Did there ever come a time when you said to Mr. Dinerstein "you are asking me to negotiate two contracts"? A. Yes, I did say that.

JUDGE GOERLICH: I think that is clear in the evidence.

He said that he had said that, the May 9 meeting.

Q. Well, in response to what statement of Mr. Dinerstein was that remark made? A. I am sorry. I'm lost myself where we are now.

JUDGE GOERLICH: Now you made a remark about negotiating the contracts.

Do you recall that you made that?

THE WITNESS: All right.

251 JUDGE GOERLICH: Now what did Mr. Dinerstein say that provoked that remark on your part?

THE WITNESS: He said that he wanted to treat the new people differently than the old people.

JUDGE GOERLICH: Very well.

Q. (By Mr. Pollack) What did he say I want happened with respect to the old people?

JUDGE GOERLICH: I think that has been in the record about twice now, three times, in fact. It is all clear to me.

MR. POLLACK: On occasion.

Q. Did you ever then offer to meet with the company and further discuss the negotiations of two contracts, to use your language? A. We met with the company to discuss a contract. We never mentioned one or two contracts, to reach an agreement. That is why we met.

Q. And on July 31 you met towards that end? A. Yes, sir.

Q. And in the July 31 meeting did you discuss the company's offer to treat the current employees different than the new employees? A. No, sir.

Q. You did not.

Well, let me ask you this, Mr. Danetra:

252 In answer to many, many questions posed by both Mr. Edelman and myself, you said, with respect to the demand of April 1st, that is the letter of the company -- A. Yes?

Q. -- to you, that the company never made any movement; isn't that correct? A. Yes, sir.

JUDGE GOERLICH: Well, that isn't quite correct because I asked him to go over that letter.

MR. POLLACK: I said with respect to many demands, I did not say all of them.

JUDGE GOERLICH: Very well.

Q. Can you tell us since you are the chief negotiator with respect to the April 1st letter which demand the offer of Mr. Dinerstein as contained in the May 23 letter affects, could you do that for us? A. Let's go over that question again, please.

MR. POLLACK: Could the reporter read it back?

JUDGE GOERLICH: What does the letter refer to that is contained in that exhibit that you have in your hand?

MR. PALMIERI: That is not an exhibit.

253 MR. POLLACK: I'm sorry; I have given him my copy of it.

THE WITNESS: The April 1 letter.

What portion of that refers to the same subject matter that is contained in the letter about the treating of the new employees differently than the old employees. That is the question.

Do you understand the question?

MR. POLLACK: I have the actual exhibit so that there will be.

THE WITNESS: I think this is the exhibit.

MR. POLLACK: No, it is not those are your notes. Your counsel wanted you to have the exhibit. You may have it. Use whatever you want.

THE WITNESS: The question was the letter pertains to what part of this?

JUDGE GOERLICH: That one sentence that you read.

THE WITNESS: Yes.

JUDGE GOERLICH: What part of April 1 does that pertain to if it pertains to anything?

THE WITNESS: To any part of this that includes new employees.

JUDGE GOERLICH: Now that was --

MR. POLLACK: Isn't it just the reverse that is true?

254 Doesn't the letter of May 23 affect the April 1st letter with respect to old employees and not new employees?

Isn't it just the opposite of what you testified to?

Think about it.

THE WITNESS: The letter states that the new people will not receive less; yes it does.

Q. Doesn't it state the old people will not receive less?

A. The old people will not receive less.

Q. So isn't it true, then, that the letter of May 23 affects the items of the April 1st letter as they affect old people?

MR. EDELMAN: Objection. The letter -- In this case, the letters speak for themselves.

Let me finish my objection.

How can you ask a witness to explain what the two letters mean neither of which was written by him?

MR. POLLACK: Your Honor, this witness, for no other reason, it goes to his credibility. I said on the April 1st letter in many, many instances and I don't want to go over it, there was no movement on behalf of the company.

255 Certainly, in my opinion, and you may well find that that May 23 letter shows a great deal of movement.

JUDGE GOERLICH: Let me see that May 23 letter, please.

MR. POLLACK: I believe it is right here.

MR. EDELMAN: I have read the May 23 letter, your Honor. I don't know what it means.

MR. POLLACK: You don't?

MR. EDELMAN: No, I don't.

MR. PALMIERI: The May 23 letter doesn't refer to the April 1 letter. It doesn't say what position he is talking about.

MR. EDELMAN: And moveover, your Honor, if I may add in support of my objection, the testimony of Mr. Danetra, the direct testimony in that regard which is contained in his affidavit, indicates

that Mr. Danetra was unclear as to what Mr. Dinerstein was talking about, if I may just quote for one second.

MR. POLLACK: He sure understood it to mean two contracts.

MR. EDELMAN: As best he understood it, he understood it to mean two contracts.

256 JUDGE GOERLICH: Will you allow me to read the exhibit?

(Short recess.)

JUDGE GOERLICH: On the record.

I have read the letter, General Counsel's Exhibit 5.

You may proceed with any questions you have with respect to it, Mr. Pollack and I will then rule, based on whatever question is proposed, whether or not it ought not to be answered.

Q. (By Mr. Pollack) Could you then tell me what portions of the April 1st letter of the company, the company's demands, the letter of May 23, General Counsel's 15, changed or showed movement on?

JUDGE GOERLICH: Do you have an objection to that question?

MR. EDELMAN: Would the reporter read it and I will consider it again.

JUDGE GOERLICH: Would you read the question?

(Question read.)

MR. EDELMAN: I am going to object again. How does he know he did not write the letter?

JUDGE GOERLICH: I will sustain the objection.

257 I reviewed the letter and I certainly can review the other exhibits and from them I will decide whether there has been any movement.

Q. (By Mr. Pollack) Mr. Danetra, you did not understand what was meant by the letter of May 23; is that correct? A. Yes.

Q. At least that paragraph of May.

JUDGE GOERLICH: May I interrupt you and ask the witness one question before he answered whether he understood that letter of May 23 ever become the subject of discussion at any subsequent meeting?

THE WITNESS: No, sir.

JUDGE GOERLICH: Well, if it did not, then what did you discuss at the July -- what was it, 31st meeting?

THE WITNESS: We started some negotiations -- if I may, your Honor, July 31st.

MR. EDELMAN: Your Honor, the subject was discussed in his direct testimony if you want it to be reviewed again, if you want him to testify to it again that is one thing.

JUDGE GOERLICH: Perhaps Mr. Pollack will pick it up on cross, but specifically I want you to pick up the letter.

MR. POLLACK: I may be holding it.

258 JUDGE GOERLICH: General Counsel's 15 and on the second page there is a paragraph that you read, the very first paragraph which you read.

THE WITNESS: The first paragraph; yes, sir.

JUDGE GOERLICH: Now, so that the record specifically shows it abundantly clear, was that sentence ever discussed in any negotiations?

THE WITNESS: No, sir; it was not.

JUDGE GOERLICH: Very well, go ahead, please.

Q. (By Mr. Pollack) Would you be kind enough again to refer to your affidavit which is GC 6 on page 36. And read, if you would, the bottom paragraph. A. After the classification discussion, Mr. Dinerstein commented by saying that the counter-proposal previously made would apply only to include new employees, as far as their vacation, severance, medical, pension, insurance and holidays but not on the overtime.

Q. Now did you on July discuss further that statement, during the July meeting, that statement of Mr. Dinerstein that you just read? A. Yes, we did.

Q. Would you now tell us the sum and substance of that con-
259 versation? A. Yes. I must say we did. He did -- that was the whole substance of it. He did say this would apply only to these people and this.

Q. You will have to be a little more clear, the pronouns and the word "these" are not too clear to me.

Tell us exactly, if you can, what Mr. Dinerstein said concerning that revision and what you said concerning that revision. A. Well, I can tell you right now I did not say anything pertaining to that revision. Mr. Dinerstein did state that the new people -- would affect the new people -- classifications would affect the new people.

Q. Only the classification? A. No.

Q. The economic, the, well, the holidays and the vacations and things of that sort; right? A. I don't remember.

Q. Well, you just -- you don't remember. Let me ask you this: You are an experienced negotiator; in your opinion, in July, did you reach an impasse?

MR. EDELMAN: I am going to object to that. It calls for a legal conclusion.

He may be a negotiator, but he is not a lawyer and even so that is not his conclusion to make in this case.

260 MR. POLLACK: I want to know whether the chief negotiator thought they were at an impasse.

JUDGE GOERLICH: I am --

MR. EDELMAN: I am going to object, your Honor.

JUDGE GOERLICH: I am -- Well, do you know what an "impasse" is?

THE WITNESS: Yes, I do.

JUDGE GOERLICH: Would you describe to me what you think an impasse is?

THE WITNESS: There is no way to go, just deadlock.

JUDGE GOERLICH: Well, now in terms of what you think an impasse it, would you answer Mr. Pollack?

MR. EDELMAN: I would like a ruling on my objection, Your Honor.

JUDGE GOERLICH: It is overruled. The witness understands what an "impasse" is.

MR. EDELMAN: Well, that is not the basis of my objection.

My objection is based on the fact that we are calling for the operation of the man's mind and I contend that the only testimony that is relevant in deciding this case is what was said and what was done

261 and it is up to your Honor, on the basis of what was said and what was done to determine himself whether an impasse was reached or whether there was bargaining in bad faith.

Might as well ask the witness if he thought --

JUDGE GOERLICH: Well, the witness will define what he thinks "impasse" means and he is not a novice in this field and has some expertise; while I want to give weight to his answer that I might to someone else as an expert in the field who might have had greater experience than he, certainly there is something I can give some probative weight to.

In fact, his expertise may be greater than many of the people who review this particular record, Mr. Edelman.

262 MR. EDELMAN: Well, if that --

JUDGE GOERLICH: What he says may be helpful, you know.

He has defined what he means by an impasse and if you answer the question in that effect you may do so.

The objection is overruled.

MR. PALMIERI: May I be heard?

JUDGE GOERLICH: Yes.

Do you have an objection?

MR. PALMIERI: Yes, I do.

Frankly, I don't understand what an impasse means. You are talking about a word of art.

JUDGE GOERLICH: The witness does.

MR. PALMIERI: And talking about numerous cases that have gone in to explain what the word "impasse" means.

You are talking about a legal conclusion, Counsellor.

JUDGE GOERLICH: I understand that.

And the witness understands what he thinks impasse means. It may not mean what the Supreme Court of the new --

MR. PALMIERI: His definition of the word "impasse" is irrelevant, your Honor.

263 JUDGE GOERLICH: I think not. You may answer the question.

In terms of what your definition was.

Your objection is overruled.

THE WITNESS: Well, I must say that there was some movement during this July 31 negotiations, sir.

* * * * *

263A REDIRECT EXAMINATION

* * * * *

268 Q. (By Mr. Edelman) Mr. Danetra, the subject of binding arbitration ever brought up? A. Yes, sir.

Q. And who brought it up? A. At one of the negotiation sessions Mr. Palmieri asked Mr. Dinerstein if he received our letter asking for binding arbitration.

Q. Which would be General Counsel's Exhibit No. -- the April 5 letter -- General Counsel's Exhibit 8.

Continue. A. And Mr. Dinerstein said yes, they had, and they would not go to arbitration on the matter.

JUDGE GOERLICH: On what matter?

THE WITNESS: We had sent a letter asking to go to binding arbitration to settle the whole contract, to bring it before an arbitrator.

JUDGE GOERLICH: You mean inspect the negotiations that you were in?

THE WITNESS: Yes.

JUDGE GOERLICH: You are going to submit the negotiations

269 to binding arbitration; is that what you were going to do.

THE WITNESS: To bring the whole matter to binding arbitration and reach whatever they would say the contract should be we would go along with.

That is basically what the letter did said.

JUDGE GOERLICH: In other words, what you are saying is your proposal was submitted, it was a dispute between the company and the union over a contract to binding arbitration.

THE WITNESS: Yes.

JUDGE GOERLICH: Very well and what response did you get?

THE WITNESS: That they would not.

MR. POLLACK: Could you set the time?

MR. EDELMAN: The time that this was brought up, you mean.

Q. What meeting was it brought up?

THE WITNESS: Was the meeting -- It was the meeting of May 9.

Q. And Mr. Dinerstein's proposal was what, if you can recall? A. There was no proposal. He said he would not arbitrate the matter.

Mr. Palmieri made the proposal.

270 Q. And did the subject of mediation ever come up during any of these discussions? A. Yes; during that same discussion.

Q. And who brought that subject up? A. Mr. Palmieri.

Q. And what was the proposal in connection with that subject? A. He asked Mr. Dinerstein if he would be willing to mediate this.

Q. What was Mr. Dinerstein's response? A. He would let us know.

Q. Did Mr. Dinerstein ever let you know in connection with this area? A. I recall an answer in a letter --

Q. I show you General Counsel's Exhibit No. -- what is it?

MR. PALMIERI: Fifteen.

Q. 15. And ask you to look at that.

JUDGE GOERLICH: Is that the employer's answer?

MR. EDELMAN: Yes, it is.

JUDGE GOERLICH: Then it is in evidence. The witness won't need to look at it.

MR. EDELMAN: Very well.

I withdraw the question.

271 Q. (By Mr. Edelman) In connection with the July 31st meeting, I direct your attention to that date and to the subject I direct your attention to the company's proposal set out in its May 23 letter concerning the second, the first paragraph on page 2 of its May 23 letter.

At the July 31 meeting, did the company bring up that subject in any way? A. No.

Q. And did the union bring up that subject in any way? A. No, sir.

Q. Is there any reason why the union did not bring --

MR. POLLACK: Objection.

JUDGE GOERLICH: I will sustain the objection to that.

Off the record.

(Discussion off the record.)

JUDGE GOERLICH: Do you have any more questions of this witness?

MR. EDELMAN: I have none, your Honor.

JUDGE GOERLICH: Off the record.

(Discussion off the record.)

JUDGE GOERLICH: On the record.

272 Q. (By Mr. Edelman) In connection with the July 31 meeting you testified on direct and on cross various subjects were discussed and my question to you now is was there any agreement that was reached, either by the company -- well was there any agreement that was reached on any of the issues that were discussed on the July 31st meeting? A. No, sir.

MR. EDELMAN: I have no further questions, your Honor.

JUDGE GOERLICH: Any further questions of this witness?

MR. POLLACK: I have some, if the charging party has none.

JUDGE GOERLICH: How many do you have, Mr. Pollack?

MR. POLLACK: One or two.

RECROSS EXAMINATION

Q. (By Mr. Pollack) I refer you to GC 8.

MR. PALMIERI: What is the date of that?

MR. POLLACK: GC 8 is your letter to Dinerstein of April 5.

Q. (By Mr. Pollack) Have you testified that you had rejected the company's proposal to have the American Arbitration Association appointed as the arbitrator under the collective bargaining agreement because they were too slow. A. Yes, I did.

273 Q. As a result of seeing the letter of -- have you ever seen that letter of April 5 before today? A. Yes, I have.

Q. As a result of seeing that letter of April 5, in which your attorney makes reference to the American Arbitration Association and their speedy disposition, did you change your negotiating position?

MR. EDELMAN: I am going to object to that question.

The testimony as to any position that he has -- has taken in connection with this has already been set forth on the record.

JUDGE GOERLICH: Just answer the question yes or not.

Did you change your position after you looked at that letter?

THE WITNESS: No. I did not.

* * * * *

320 16 Court Street
Brooklyn, New York
October 17, 1974

* * * * *

462 MR. POLLACK: I call Mr. Dinerstein as my next witness.

Whereupon,

ROBERT DINERSTEIN, ESQ.

was called as a witness and having been first duly sworn by the Administrative Law Judge was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Pollack) What is your full name? A. Robert Dinerstein.

463 Q. What's your address? A. 16 Crossbow Lane, Commack, New York.

Q. Your age? A. 31.

Q. Mr. Dinerstein, I show you General Counsel's Exhibit 5 in evidence, and ask you if you ever saw this document before?

(Handing)

A. Yes, I have.

Q. Would you describe the facts and circumstances surrounding the -- strike that.

Was that document ever delivered to the Charging Party?

A. Yes, it was.

Q. By whom?

Yes.

MR. EDELMAN: We'll stipulate its deliverance.

JUDGE GOERLICH: Very well.

MR. EDELMAN: And receipt.

Q. (By Mr. Pollack) Would you describe the facts and circumstances surrounding its delivery, including what you said to the charging party and what the charging party said to you? A. Okay.

This document came about as a result of a conference between myself and my client.

464 I'll state for the record that my client has waived his privilege with respect to this particular conference.

After the meeting of March 11th wherein we basically engaged in a review of Charging Party's demands, my client conferred with me and advised me that the union's position that it's currently taking wherein they're demanding, for all practical purposes, the expired contract, with the only amendments therein being increase in various benefits, puts him in a very tenuous position.

He indicated to me that in fact, this particular contract which was being offered, was the sole basis of all the problems that have arisen and which have resulted and culminated in this hearing.

He indicated to me that in fact, this particular contract which was being offered, was the sole basis of all the problems that have arisen and which have resulted and culminated in this hearing.

He indicated that he was, in his words, coerced into signing an agreement along the lines --

MR. EDELMAN: I'm going to --

A. -- of the boiler plant agreement.

MR. EDELMAN: Again, I don't like to object to a narrative, but I don't see the relevancy of this testimony with respect to conversations between the attorney and his client.

MR. POLLACK: May I be heard, your Honor?

MR. EDELMAN: Well, as soon as I'm finished.

MR. POLLACK: Right.

465 MR. EDELMAN: With respect to the attorney and the client as to how the demands came up.

The demands were laid on the table. And just as it was irrelevant as to how the union arrived at its demands, similarly it would be irrelevant as to how the company arrived at its demands.

JUDGE GOERLICH: Well, the difference is this:

This involves -- there was no charge of bad faith.

Hearing no charge of bad faith against the union, but I'm hearing a charge of bad faith against the employer.

And obviously the employer's motive for doing a particular thing is material to this proceeding.

I deem this testimony as supposing why the employer submitted this type of an offer, counsel's offer.

I think that's material.

MR. EDELMAN: Your Honor, I agree with you if the reasons were discussed at the table.

But as to conversations between the client and the attorney as to why the proposals were drawn up, I contend that they're at best, your Honor, self-serving and at most irrelevant.

JUDGE GOERLICH: Well, they may be self-serving but that

466 doesn't make them immaterial. It goes to their probative value.

Go ahead, you may indicate as to how that particular document got into existence.

THE WITNESS: Can the reporter indicate where I left off?

(Whereupon, the record was read.)

JUDGE GOERLICH: Well I think you just mentioned that your client had said that you had signed the contract under coercion.

THE WITNESS: Yes.

A. (Continuing.) He had indicated to me that in 1969, he signed a boiler plant contract with this union only after having suffered a strike and without advice of counsel.

He indicated again that in 1972, he was presented with this boiler plate contract and that again he suffered a strike because the terms of this boiler plate contract were so unacceptable to him and so inexlicable in his industry and so unreflective of his operation that it would appear to him to be poor business sense to agree to such terms and yet hope to remain in a competitive position in the market place.

Based upon his representations to me, I felt it was incumbent upon me to review the contract that was offered by the union,

467 which for all practical purposes, with the exception of the letters of February 1st, was the expired contract, and go through that and see what in that contract was a cost factor for the employer and see what in that contract affected the operation and management of that firm.

Then I felt that in accordance with this, and once I had made these determinations, I was faced with the proposition of having this out with the union, telling them what we would like to see changed to make this company function more along the lines that management would hope it would function.

I developed these proposals accordingly.

Q. One moment, Mr. Dinerstein.

MR. POLLACK: Mr. Edelman and Mr. Palmieri, I ask if you will stipulate -- may we be off the record?

I don't want this off the record.

JUDGE GOERLICH: Yes.

Off the record.

(Discussion off the record.)

JUDGE GOERLICH: Back on the record.

A. (Continuing) Now, in addition, part of my thought that went into developing these demands were the employer, rested on a meeting of March the 11th, your Honor, at which time during a discussion of the year-end holiday provision, the statement was

468 made by Mr. Danetra of the union that, well, we know you don't give the holiday at the year end, we know you give it around the Jewish Holidays and that's when you close and we have no objection to that.

There was also another comment made which, to be frank, was the first time I had heard it, to the effect that they don't work a normal 40-hour work week in that it would amount to eight hours per day five days a week.

Mr. Danetra pointed out that if we wanted to be troublesome -- and I don't use that as a quote but merely to convey the basic pattern of the speech -- we could have given you difficulty with regard to the fact that you work eight and a half hours a day Monday through Thursday with Six hours on Friday because of the fact that you observe the Jewish holiday on Friday evening and close early.

This, coupled with other discussions which you can see in my statement, lead me to believe that basically they're trying to fit a square peg in a round hole by taking a boiler plate contract which whether it was designed for one association or another is irrelevant but more to the point of the fact that it was not designed for this employer, it did not meet his needs.

I really felt that it would be an unfair burden upon this em-

469 ployer to force him into this situation once again.

I felt that if we were going to bargain in good faith and enter into a contract, it should be one that reflected the company's needs as much as it did the union's needs.

As a result, I developed these proposals, which I presented to the union at the meeting of April the 1st.

JUDGE GOERLICH: Did you discuss those with your client before you submitted them to the union?

THE WITNESS: I discussed, in generalities, your Honor -- I discussed with him what I intended to do.

He admitted that he did not have the knowledge I did with regard to the specifics and how they could be varied and what should be sought.

To be frank, your Honor, I explained to him that just as the union submits demands that are far in excess of those which they normally expect to receive, our demands are not going to be what we would consider our final goals.

JUDGE GOERLICH: Did he generally go along with what your suggestions were on the subject?

THE WITNESS: Yes.

He indicated to me, your Honor, that he relied upon what I said and that he didn't feel that the contract was applicable to him

470 and that if this was the avenue I thought best for obtaining a contract that would be just, then this would be the road to follow.

JUDGE GOERLICH: Very well.

Then you gave that to the union at that meeting of March the 11th, wasn't it?

THE WITNESS: April 1st.

JUDGE GOERLUCH: April 1st?

THE WITNESS: Yes, your Honor.

At that time, I walked into the meeting. I may have been late. I really don't recall.

Yes, as a matter of fact, your Honor, I was late.

Let me address myself to that point for one minute, your Honor.

When the meeting was originally set down -- and I don't recall when -- I remember having discussions back and forth because I believe it was originally set down for some date in March.

But in late March I was involved in a serious automobile accident where I thankfully didn't suffer any serious injury, my car was virtually demolished.

Living on Long Island without a car, you're virtually a recluse.

When I discussed this with Mr. Palmieri -- I believe it was
471 Mr. Palmieri, the setting of the meeting -- I explained to him that there would be a short delay between meetings, longer than I would have liked because I didn't have transportation.

I picked the date in question because I was able to make arrangements to obtain a vehicle.

In fact, on that particular day, I could get my wife's, she wouldn't be driving the children to school.

I told him that I may be late because I'm going to be in court and I'm going to have to go out to Suffolk County, a distance of approximately 20, 25 miles, to pick up the car to get back for this meeting.

In fact, his office was called and advised that I had encountered some delay in getting there; it wasn't a question of having deliberately stood him up.

I, also, indicated many times that in the event that it's introduced that punctuality or lack of it is bad-faith bargaining, that I made it very clear that I most unfortunately have the bad habit of very rarely being punctual, that this is something that I admit to,

I try to control it but unfortunately it's one of those -- it's very often an uncontrolable characteristic.

I wanted to just clear that up since that has been alleged.

Q. (By Mr. Pollack) Mr. Dinerstein, did you ever raise
472 to the union, the problem that you and Mr. Romo -- that you and Mr. Roth discussed concerning the square hole in the round peg problem? A. Oh, yes, definitely.

Q. Please tell us about that. A. Yes.

It was raised so many that, you know, I couldn't even begin to set them forth.

I can tell you that I recall it being raised by Mr. Roth himself on March the 11th when we again began to discuss the proposals the union had set forth.

Mr. Roth argued that this is a ridiculous contract.

He argued that this union doesn't represent anybody in this field.

He, also, argued that the union doesn't know what it's all about.

Somehow or other during the course of that conversation, the point was made about some company someplace that's allegedly under contract, it's in a field similar.

I believe it was in Maine or Vermont, but I could be mistaken.

It was indicated that they have a contract. The name of this company was given, by the way. It just escapes me.

473 Q. Saxon? A. I couldn't -- you know.

Q. All right. A. That sounds correct, but I'd hate to be bound to it.

Q. Please continue. A. At any rate, Mr. Roth, stealing my thunder, if you will, posed to the union in question directly:

Did you check with the international to find out what their contract is like? Who did you check with? Did you check with their local? Did you check with anybody?

And the union slid by the point and, you know, really refused to answer it or confront the point.

Mr. Roth indicated that, you know, even if they had come with that or if that was the basis, he could comprehend how they arrived at their demands.

That company only a limited part of its production was in any way competitive with what he was involved in. But the union would not respond.

The response we got continuously throughout the negotiations was:

Look, other companies have negotiated this contract and accepted our demands and there's no reason why you shouldn't.

474 And Mr. Roth and/or myself -- and admittedly I did some 95 percent or more of the talking -- constantly came back with the argument that, number one, the contract is inapplicable to our operation; it obviously shows no understanding of what we're involved in.

Number two, the contract reflects no movement at all from the time -- and the demands reflect no movement at all except upward since the time the strike arose over this.

Number three, this is boiler plate. Virtually every clause in there you're refusing to negotiate.

We hardly felt that this was an approach to try to get an agreement going.

Q. I ask you to look at your letter of April 1st.

MR. PALMIERI: Your Honor?

JUDGE GOERLICH: Yes.

MR. PALMIERI: I'm just having a little trouble with this form of sitting here telling a story type of testimony.

I'm not sure --- I can't tell from this what meeting he's talking about that these conversations have taken place.

I wonder if maybe we could ask Mr. Pollack to direct his questions one at a time so I can follow the meaning of the testimony.

475 JUDGE GOERLICH: I assume that what your statement in your last answer were more or less repetitive throughout the discussion.

Is that correct?

THE WITNESS: Correct, your Honor.

JUDGE GOERLICH: That's what I understood him to mean when he was testifying.

MR. PALMIERI: Thank you, your Honor.

A. Now, should I continue my answer to your question about the delivery of this?

Q. Yes. A. When I delivered the letter of April 1st, it was delivered to one of the union representatives, be it the counsel to the union or the two agents of the union that were present.

I vividly recall the fact that they glanced at it, mumbled to each other.

I don't recall their words because it caught me off guard.

Frankly, I didn't expect this reaction. They said that this is not an attempt to bargain, this is bad faith, we don't have to negotiate this.

I tried to, frankly, at the risk of teaching them what labor law was about, explain to them that the management has every right

476 to make a demand as the union does.

I tried to explain to them the reason for these demands.

They weren't listening.

After they had a little conclave within the conference room, it was announced that they would go out, have a conference among themselves to determine whether they would be interested in continuing any negotiations with management.

The union and their counsel then left the conference room for a period that seemed like an eternity, which was probably somewhere around 20 minutes to a half hour, left us sitting there.

At which point they came back and said, and announced that they were willing to negotiate through the night, they had called their wives and told them they would be home late.

JUDGE GOERLICH: You're talking now about April 1st?

THE WITNESS: Yes, sir.

MR. EDELMAN: Your Honor, all this is in the --

MR. POLLACK: It is, in the statement, right.

MR. EDELMAN: If we're going to -- we haven't shortened anything.

MR. POLLACK: You're right.

477 Q. (By Mr. Pollack) I ask you to look at the letter of April 1st.

If you can, Mr. Dinerstein, could you tell us, demand by demand, what occurred to each of the demands? A. Well, with regard to paragraph labled A --

JUDGE GOERLICH: I could be helped if I had a copy of it.

MR. POLLACK: I have an office copy of it; I'm sorry.

(Handing.)

A. With regard to A, the company seeks to arrive at an equitable resolution, there's been no resolution to that.

We're here facing the charge of bargaining in bad faith.

MR. EDELMAN: It's not a demand, is it?

THE WITNESS: I would think that would be the biggest demand in this whole agreement, frankly.

JUDGE GOERLICH: Let's proceed.

A. B, the company believes that this continuance of the picket line will be a strong indication of the union's intention of bargaining in good faith.

The picket line has not been discontinued at this time.

478 There was an offer to discontinue it in the event management would submit to binding arbitration at one point or other.

Management, and I on behalf of management, wrote to the union explaining to them that while -- if I may have the correspondence to refresh my recollection.

JUDGE GOERLICH: Well, is the correspondence in evidence?

MR. POLLACK: It's in evidence, yes.

JUDGE GOERLICH: You don't need to go into it.

THE WITNESS: All right.

A. Anyway, I wrote them --

JUDGE GOERLICH: Now, why don't you go to the third paragraph.

THE WITNESS: All right.

Now, with regard to recognition -- all right.

Subheading A, third paragraph the union rejected that out of hand.

There was at one of the meetings an inquiry made by the union as to what would constitute a new job.

MR. EDELMAN: Again, your Honor, I think already in the affidavit.

MR. POLLACK: No, it's not.

MR. EDELMAN: Sure it is.

Read it.

MR POLLACK: I have.

479 MR. EDELMAN: Really, read it again.

JUDGE GOERLICH: Well, in any event, there was some inquiry by the union.

Did you finally ever resolve that paragraph?

THE WITNESS: Your Honor, no.

I offered them a definition of a new job at one point as a machine that would effectively perform 80 percent of the same function of the machine that was being replaced.

They rejected that out of hand.

At a later date, your Honor, I offered them a similar clause written the definition of a new -- of a replacement machine would be one that performed 70 percent of the same function.

That, likewise, your Honor, was rejected out of hand.

No agreement was reached on this, no counter offer was ever given by the union.

With regard to D, as I recall, this was rejected out of hand.

I don't recall the union giving any counter proposals whatsoever to this, your Honor.

* * * * *

482 MR. POLLACK: Your Honor, the substance of what this witness would testify concerning the movement at the various negotiation meetings between the parties, with the exclusion possibly of the July meeting, which is not too fully covered in the letters, is contained in General Counsel's Exhibit 5, 9, 10 and 15.

We will rely on those documents for our contention in this regard.

JUDGE GOERLICH: Very well, sir.

MR. EDELMAN: In other words, I will stipulate that if the witness were asked --

MR. POLLACK: Well, I'm going to offer no further evidence beyond the affidavit and the letters.

MR. EDELMAN: Okay.

483 MR. POLLACK: You can do with it as you like on cross examination.

MR. EDELMAN: May I see those letters just for a moment?

MR. POLLACK: Of course.

(Handing.)

Q. (By Mr. Pollack) Mr. Dinerstein, were you present at the meeting in July? A. Yes, I was.

Q. Was there any discussion at that meeting in July concerning your letter of May 23rd and the offers or proposals contained in that letter?

JUDGE GOERLICH: Before you answer that question, Mr. Dinerstein, that letter concerns me, as I indicated before.

I would like to have you tell me, unless it's in the affidavit, how that letter happened to be composed and come into existence.

THE WITNESS: That won't be covered in the affidavit, to the best of my recollection.

JUDGE GOERLICH: It is.

MR. POLLACK: He says it is not.

JUDGE GOERLICH: Then you tell me how that happened to come into existence?

484 THE WITNESS: All right.

You're putting me in an embarrassing position, your Honor, because I really didn't wish to delve into it.

JUDGE GOERLICH: Well, you may not if you so desire.

If you rather not testify on the subject, that's quite all right.

MR. POLLACK: Testify.

THE WITNESS: Since it was a question raised, frankly, early on in the negotiations I became quite concerned as to the progress, if any, that was being made.

Frankly, it appeared to me that maybe I had overpowered the union and they didn't know how to deal with me.

I really think that they may have never come across anybody who bargained quite the way I did.

And while I don't find my bargaining style unique, I will admit that, you know, if you don't delve a great deal into the labor relations area that maybe it is a unique style.

I was very concerned, as I saw the reaction on April 1st, and it just supported my apprehension.

I made it a practice immediately, therefore, to confirm every-
485 thing that transpired at the meetings where I could be letter so that in the event the issue ever was raised that something had or had not been agreed upon, I could always refer back to the letter and state:

Well, I summarized what transpired at the meeting in this manner, I have no objection from you, you raised no question at the next meeting, how can you at this time tell me you didn't understand what took place two months ago?

Why didn't you raise the question immediately?

I'm as near as the phone. I haven't been distant from you. I return your call to it the union, be it their counsel.

And, frankly, as my counsel had indicated earlier, we were forced to a conclusion rather early that this situation might end up being hurt before an administrative law judge because of the union's inability to cope with anything other than a bargaining situation where management capitulates the union's strength.

JUDGE GOERLICH: Very well.

Q. (By Mr. Pollack) The question, Mr. Dinerstein, concerned itself, I think if I may, your Honor, specifically concerning the offer as contained in the May 23rd letter with regard to old employees and new employees.

486 Could you give us the background -- A. Could I give you the background of that paragraph?

Q. Yes. A. I don't need the letter.

Q. Okay. A. Yes.

Q. Had this subject ever come up at any earlier meetings?

A. Yes, it did.

What had happened is that because I did not want to run the risk any more than I felt absolutely necessary, or being charged with bargaining in bad faith, I had consulted with you, frankly --

Q. Addressing your remark to me? A. Yes.

-- and we had discussed, frankly, a way to give the union a face-saving mechanism so that the union could then begin to negotiate and try to arrive at some sort of conclusion on the demands that were made.

It was based on my discussion with you that at the May -- well, it was one of the meetings on April 1st, I believe, that we indicated there would be a difference on severance pay between new and old employees, that the schedule that was in existence would remain as to existing employees and that our demands would only affect new

487 employees that would enter the situation after a date that I had mentioned, which escapes me.

This was a feel, frankly, to see how the union reacted to this.

It went right over everyone's head, simply arguing that we weren't bargaining in good faith.

In accordance with our initial discussion at the next bargaining session, I then indicated quite clearly that as respects each and every one of our demands, the demands where there would be any reduction in any way, shape or form -- there may have been one exception, that being overtime, if I'm not mistaken, the rate to be paid for overtime -- it would not suffer any reduction to current employees, it would only affect new employees.

There was no misunderstanding of this at that meeting.

Mr. Danetra --

JUDGE GOERLICH: Excuse me.

Is that the meeting where --

THE WITNESS: May 9th, your Honor.

JUDGE GOERLICH: Yes.

And was that the meeting that Danetra was supposed to have indicated that you were desiring to negotiate two contracts?

THE WITNESS: Yes, your Honor.

488 JUDGE GOERLICH: That's the time; all right.

A. (Continuing) When I put this forward on the bargaining table, Mr. Danetra didn't know how to deal with it, he didn't understand it.

Mr. Danetra inquired of his counsel, who after evaluating it came to the conclusion that in essence, we would be bargaining two contracts, and asked me if he had understood what I was putting forth.

I indicated to him that that is precisely what I was advocating at that point in the hope that this would spur us on to reaching a conclusion to these negotiations.

I indicated to him that whether or not Romo Paper was obligated to do so, was not an issue at this point but if this was going to help move these negotiations along, then whether or not Romo had to do it was irrelevant and we were willing to do it just to get these things moving.

Now, after I had explained it, Mr. Danetra said, well, the way that sounds to me, that means we're now negotiating two contracts.

That's unheard of, it's never done.

At which point, Mr. Palmieri, using the example I believe of vacation, said, it's always done, it's a common practice, you may

489 just not realize it in this form because with vacation, as long as somebody is here, they get an increased benefit.

He said that it's very common throughout the industry, or words to that effect. I'm not quoting, and I don't want to represent him.

Thereafter, as way my practice on April the 10th, I confirmed what transpired at that meeting in my letter of May the 23rd.

JUDGE GOERLICH: Very well.

I think you had asked him the question as to whether anything was discussed at the July 31st meeting of the letter, and I interrupted you.

MR. POLLACK: Oh, yes.

Thank you, your Honor.

JUDGE GOERLICH: How the letter came into existence.

MR. POLLACK: Right.

Q. (By Mr. Pollack) Did the July meeting concern itself in any regard with that portion of your May 23rd letter.

JUDGE GOERLICH: Or any other portion, as far as that goes.

A. Could I see the letter? Now I'll need it.

Q. Oh, sure.

(Handing.)

490 Before we do that, Mr. Dinerstein, let me ask you a different question and withdraw that for a moment. A. Right.

Q. Does our office have a policy with respect to techniques of bargaining in the priority of economics as opposed to administrative clause? A. Most definitely.

Q. Would you describe that policy? A. Yes.

It is our policy to bargain language --

MR. PALMIERI: I object, your Honor.

JUDGE GOERLICH: The basis of your objection, sir?

MR. PALMIERI: I don't think that what the policy of the office is is relevant.

What's relevant is what happened in these bargaining sessions.

JUDGE GOERLICH: Well, I take it your next question is going to be --

MR. POLLACK: Was it applied in this case?

JUDGE GOERLICH: Okay.

Obviously the purpose of the question is to reflect any bad faith in seeking to negotiate first non-economic factors before negotiating economic factors.

MR. PALMIERI: Do I take it that you are overruling my objection?

JUDGE GOERLICH: That I'm doing.

491 Maybe the policy explanation of bad faith; I don't know.

MR. POLLACK: It's possible.

JUDGE GOERLICH: But at least I think it's material to put in what causes the policy or causes the Respondent in bargaining to act the way it did.

Go ahead.

Q. (By Mr. Pollack) Would you describe that policy, Mr. Dinerstein? A. Yes.

It is our policy to negotiate language first and economics second.

Q. And did you adhere to that policy in the negotiations of the Romo contract? A. Only initially.

JUDGE GOERLICH: Beg pardon?

I didn't hear you.

THE WITNESS: Only initially.

Q. (By Mr. Pollack) At what point did you deviate from that policy, if you can recall? A. Well, at one point I offered a wage package which, I wish to add, at the time I made that wage package offer, I indicated that it was an unrealistic figure, it was put on the

492 table simply in satisfaction of an unrealistic request at a premature time but if this is what they needed to get them start talking about other areas which, aside from the issue of language, were as much economic as wages, such as the number of holidays, such as the amount of overtime rate, such as the amount of jury duty, such as who

gets off for death and family and on hospital death, which I contend are all economic matters; also, with regard to job and work conditions, which, as I understand it, are a mandatory bargaining issue, I couldn't comprehend how they had determined that we had reached the point where they were going to obtain a realistic wage package, because I could not offer it until such time as I had some conception of what everything was going to cost my employer -- my client.

I asked them if they had costed it out on at least two occasions. They told me they had not.

On one occasion we attempted to cost things out together. We didn't get very far because they said they couldn't apply cost factors.

I explained to them that while they may not have been able to apply cost factors, unfortunately the dollars have to come from someplace and unless they're willing to contibute, it's going to come out of

493 Romo Paper's pocket and I want to know how much I'm committing them for.

Q. I'm sorry to have interrupted.

Would you take us back again to the July meeting? A. Yes.

What was the question?

Q. Were any of the proposals that were set forth in the May 23rd letter, discussed at the July meeting? A. Yes.

Q. Would you tell us the sum and substance of that session with regard to the contents of the May 23rd letter? A. Yes.

It appears that at somewhat near the end of the meeting, we began to discuss vacation pay.

Now, my notes indicate that at that time I reiterated our position that there would be no decrease to current employees and whatever minimum was agreed to, it would not be less than that to new employees.

So that in the event that a current employee had in excess of what was agreed on here, they would retain that, to which I have

noted that Mr. Palmieri and Mr. Danetra both said that they think
494 the period at two weeks is too long.

I can't, off hand, tell you what the refers to, but it doesn't relate to the no decrease to current employees situation.

Q. Did anybody from the union's negotiating team indicate an inability to comprehend the offer concerning the no diminuation of benefits? A. To the contrary.

They indicated that they quite clearly understood what I was getting at.

They indicated they didn't like the concept. They indicated that they would like to reject the concept out of hand.

Q. Was there any time at any of the negotiation sessions when you were asked to deliver up a list of names of the competitors of Romo Paper? A. Yes.

On three occasions that I can recall.

Q. On the first occasion, what -- A. That would be March the 11th.

Q. -- was the request and what was your response?

A. We were having a discussion as to the research that had gone into developing the union's demands, as set forth in that letter of February the 1st and discussed in that meeting.

495 Mr. Roth indicated to me that they were unrealistic and indicated somehow from somewheres we got into this company that was unionized in a similar field or to a certain degree similar, which you mentioned, may have been Saxon or some such name.

We had discussed whether there was any research done with the international, the AFL, the sister local.

They indicated there had not been.

We maintained that we have to maintain a competitive position in the marketplace.

To that, Mr. Danetra said to Mr. Roth -- and it's a paraphrase, but pretty close to a quote.

Sam, why don't you tell me who the hell your competitors are so I can go organize them and you won't be the only one in a mess?

MR. POI LACK: I call your Honor's attention to General Counsel's Exhibit 6, page 4, which is the statement, the affidavit, of Danetra, 15 lines from the top.

A. At that point, I advised Mr. Roth not to respond.

It is my understanding of the labor-management relations act, as amended, and of the Board cases that have been decided both by the Board and by the courts, that where a demand is made for the names of the employer's competitors for the purpose of comparing

496 the wage package demanded or the benefits currently provided were those provided by the other firms that are in competition, that that data must be supplied.

However, this demand in no way indicated that this was the purpose of it.

To the contrary, it indicated that the sole reason that they requested this was so that they could then go out and organize these other shops to effectuate the fact that after he would sign, if he were to agree to sign this contract, they would then equalize the industry by organizing the others.

I felt this was an improper use, and I advised him not to respond.

Q. Did there come a time when the union made another demand for a list of competitors? A. Yes.

Q. And did you supply them with a list? A. Yes and no.

Q. Well, explain it. A. There were two subsequent demands.

Q. Was there ever a time that you supplied them with a list?

A. Yes, there was.

MR. POLLACK: I ask your Honor to take judicial notice of the

497 fact that there is a publication, which I hold in my hand, called "Who Makes It?" by Geyer, 1974, which on page 166 lists the manufacturers of pads, both legal and scratch pads, which is the primary source of income for Romo Paper and that this document, of course, was available at all times to anybody who would have sought to look for it.

JUDGE GOERLICH: I can't take judicial notice of it.

MR. POLLACK: Can we stipulate that that's a fact, Mr. Edelman?

JUDGE GOERLICH: See if you can work out a stipulation as to what the document is and what appears in it. I don't think that's the kind of thing I can take judicial notice of.

Mr. Pollack, is this -- does it give the location in this book or just the name?

MR. POLLACK: Whatever the book says.

MR. ROTH: It is a cross-reference.

There is an alphabetical list and a geographical list.

MR. POLLACK: There's an index in the back.

JUDGE GOERLICH: Well, perhaps what you can do is take the pages out of the book and mark them and offer them.

498 MR. POLLACK: It seems to me that it's so unimportant a point.

MR. EDELMAN: Of course, I may stipulate to it. I just don't want to duplicate the whole book.

MR. POLLACK: You are looking at the silly page. If it's there, why don't you stipulate to it?

MR. EDELMAN: I have one page. I just want to see if it gives a cross-reference.

MR. POLLACK: I didn't say it lists the address of competitors.

As a matter of fact, it does contain the address, for that matter, but that wasn't what's vital.

It's a question of our contention that there was no reseach into this on the part of the union, they just haphazardly made up demands.

MR. EDELMAN: We'll stipulate.

MR. POLLACK: Thank you.

I have no further questions of this witness, your Honor.

JUDGE GOERLICH: Do you have any questions of this witness?

MR. EDELMAN: I do, your Honor.

MR. PALMIERI: Excuse me.

Your Honor?

MR. POLLACK: Before you proceed -- did you want to handle something?

499 MR. PALMIERI: Yes.

I was going to ask for an hour or two to read the statement of Mr. Dinerstein.

JUDGE GOERLICH: Well, you have never had an opportunity to read it?

MR. PALMIERI: I've never seen it until just before he started testifying.

JUDGE GOERLICH: Very well.

After Mr. Edelman is finished his interrogation, if you then deem it necessary for you to read it, I'll grant you the time.

MR. PALMIERI: Thank you, your Honor.

MR. POLLACK: May we be off the record now, your Honor?

JUDGE GOERLICH: Off the record.

(Discussion off the record.)

JUDGE GOERLICH: Back on the record.

Let's take a five-minute recess at this time.

(Whereupon, a recess was taken at 3:30 p.m.)

JUDGE GOERLICH: On the record.

Gentlemen, were you able to work out a stipulation on the problem on contract?

MR. POLLACK: Yes, we were, your Honor.

I believe that we're talking about four contracts.

500 I would like, therefore, to reserve the following numbers for evidence: Respondent's 2, 3, 4 and 5, in order that we might place into evidence, your Honor, the aforementioned association contracts for the years 1961, 1964, 1967, 1969, or for at least contracts covering the period from 1961 through 1969.

JUDGE GOERLICH: Have you made arrangements with the Charging Party's counsel --

MR. POLLACK: Yes, I have, your Honor.

The Charging Party's counsel will mail to me those documents with sufficient copies so that I might forward the same to you and to Mr. Edelman.

JUDGE GOERLICH: Very well.

MR. POLLACK: We have not set a time limit though, your Honor.

I would appreciate it if you would

JUDGE GOERLICH: Well, within how many days after the hearing can you get them furnished to Mr. Pollack, Mr. Palmieri?

MR. PALMIERI: Well, assuming tomorrow is shot, can you give me till the end of next week?

JUDGE GOERLICH: Very well.

That's reasonable.

After you have received the contracts, Mr. Pollack, if there is no objection, you will mail them to the National Labor Relations

501 Board and, of course, mark them to my attention in Washington.

They will be automatically received in evidence when they arrive at the National Labor Relations Board's office in Washington, if that's agreeable to all parties.

MR. POLLACK: It is, your Honor.

JUDGE GOERLICH: Is that agreeable?

MR. PALMIERI: And he'll mail a copy to Mr. Edelman? Do I understand that correctly?

MR. POLLACK: That's correct.

MR. EDELMAN: No objection, your Honor.

MR. PALMIERI: I don't know -- just to clarify, I don't know how many contracts they'll be because I don't know what the expiration dates are.

MR. POLLACK. So long as they cover the period.

MR. PALMIERI: They'll cover the period, though.

JUDGE GOERLICH: I hope there is no problem and I hope I won't have to resolve a problem if there is any, but I will if there is such problem.

If you will forward them, they will be made a part of the record.

MR. POLLACK: Yes, your Honor.

JUDGE GOERLICH: Are you ready to cross-examine this witness?

MR. EDELMAN: Yes, I am.

502 JUDGE GOERLICH: You may proceed, sir.

CROSS EXAMINATION

Q. (By Mr. Edelman) Mr. Dinerstein, I know it was your testimony that you claim the 1969 contract was ridiculous as far as the employer was concerned because it dealt essentially with a different industry and you were --

MR. POLLACK: Objection.

I don't believe the witness ever used the word "ridiculous."

JUDGE GOERLICH: Well, you may ask him whether he thought it was ridiculous or whether he said it was ridiculous.

MR. EDELMAN: I believe the witness did.

I think the testimony would speak for itself.

JUDGE GOERLICH: Well, we can resolve it.

MR. EDELMAN: Let the witness answer the question.

I believe that would be the best way, your Honor.

JUDGE GOERLICH: Well, did you ever use the term "ridiculous" in connection with the contract which was the demand made by the union?

THE WITNESS: Not to my recollection, your Honor.

JUDGE GOERLICH: Very well.

503 Q. (By Mr. Edelman) Well, did you think that the prior contract was out of line in connection with this particular employer because it dealt with another industry? A. For amongst other reasons.

Q. Did you think that the contract was out of line because it dealt with the -- it was modeled after the form contract which dealt with other industries? A. That is one of the reasons, yes.

Q. And did you think that the union's security provision was out of line because it related to another industry? A. No.

* * * * *

508 Q. Did you think that article 6, the length of service, that provision, was unrealistic to this employer because of the industry that he is in? A. I --

MR. POLLACK: Objection, your Honor.

JUDGE GOERLICH: Overruled.

MR. POLLACK: No.

It's the end of the sentence, the end of the question, your Honor, that disturbs me.

It may be unrealistic for a lot of reasons.

509 In certain questions, in certain incidents, that proviso at the end of the question which says because of the industry he is in, may be proper.

In this instance it's limiting the answer that he's calling for.

JUDGE GOERLICH: The witness -- do you understand the question, sir?

THE WITNESS: Yes, I do, your Honor.

JUDGE GOERLICH: Very well.

You may answer it.

A. That is one of the reasons why I felt that it was unreasonable, yes.

Q. Why?

I don't know the answer.

Tell me why you felt it was unreasonable. A. I felt it was unreasonable because the union's position of inflexibility with regard to this, indicated total lack of knowledge of the operation of this employer in that it was inconceivable to me how they could have plantwide seniority, also of departmental seniority when, as a matter of fact when I discussed job classifications with the union, they didn't even know what jobs were involved in this company.

I had to tell them what classifications. So it was totally

510 unrealistic to me to demand plantwide and departmental wide seniority when they had no conception whatsoever of what they were bargaining for.

Q. Your proposal was to eliminate seniority; isn't that correct?

MR. POLLACK: Oh, objection, your Honor.

His proposal is contained in April 1, and it speaks for itself -- in the letter of April 1.

JUDGE GOERLICH: I'll ask that a preliminary question, if that's what it's intended to be.

Is it?

MR. EDELMAN: I can ask him to interpret his proposal.

He was asked to --

JUDGE GOERLICH: I'll permit the question as a preliminary question.

MR. EDELMAN: All right.

JUDGE GOERLICH: You may answer the question.

A. May I have the question repeated?

JUDGE GOERLICH: Read the question to the witness, please.

(Whereupon, the record was read.)

A. No, it is not correct.

Q. Isn't it correct that your proposal was to provide seniority where practical and where practical would be at the sole
511 discretion as to the employer's choice as to where it's practical? A. Can he repeat that question, please?

Q. I'll repeat it.

Isn't it your proposal that seniority in the shop would prevail where it was practical and it was the employer's sole discretion to determine as to where seniority would be practical? A. That is partially correct.

Q. Well, isn't that -- isn't that actually B of your fifth proposal? A. No.

Counsel has neglected to include the portion which says subject to service and ability of the employee and fails to take into recognition the fact that there is grievance machinery herein if management saw fit to violate the service and ability portion of that clause.

Q. As I read the clause -- nd you can correct me if I'm wrong -- seniority will pre ail where it's practical and it is -- although it may be subject to the service and the ability of the employee, it is the employer who decides, and he has the sole discretion, as to what is practical.

Is that correct? A. The employer has sole discretion,

512 according to this, what is practical, but not as to service and ability of the employee.

That is a matter that is certainly competent to be questioned in an arbitration proceeding if the grievance machinery is not successful in resolving a dispute.

Q. It is your contention --

MR. POLLACK: It appears to me, your Honor, that these questions are extremely argumentative.

I appreciate that we have an attorney on the stand who was in charge of the negotiations. But I don't know how counsel is going to start asking this attorney what his interpretation of this is.

MR. EDELMAN: He wrote it.

JUDGE GOERLICH: Well, I agree with you, for a different reason, and the reason is that:

That the employer didn't make a proposal, the proposal sets forth in words an intent.

Now, what the employer intended, it seems to me, is immaterial unless the matter of the employer's intent was discussed during the period of negotiations.

MR. EDELMAN: You know, your Honor, I just can't --

JUDGE GOERLICH: Excuse me.

MR. EDELMAN: Yes, sir.

513 JUDGE GOERLICH: Otherwise it falls within my province to determine what the wherein word means.

Now, if this matter came up in negotiations and the union said to the employer:

What do you mean by this sentence?

And the employer said:

I mean that the union has no rights at all in regard to seniority, that seniority is wholly within the province of the employer and is not grievable, then obviously that would be admissable.

But now, what you're asking the witness to do is to interpret a proposal which may need no interpretation because the union understood it, the employer understood it and I understand it.

Now, if these matters became a part of discussion as to what they meant, then obviously you are entitled to go into them.

MR. EDELMAN: All right.

Then I will move into something which did become a question as to what was meant, and that is the proposal in the witness' April 23rd letter -- or, May 23rd letter.

JUDGE GOERLICH: As a matter of fact, right now the employer is reading over a proposal.

514 In reading over the proposal, he might interpret a word differently than he would have six months ago it may have had some relevancy or particular situation which he doesn't even remember at this time.

MR. EDELMAN: As I say, your Honor, I will move over to another matter.

JUDGE GOERLICH: Very well.

MR. EDELMAN: I trust that you will let me go into this.

Q. (By Mr. Edelman) Your proposal in May 23rd states:

"That any current will be entitled to retain any current benefits which may be more favorable than the benefits in the new contract."

Is that correct? A. No.

Q. That's not what you said? A. I didn't make a proposal on May 23rd that I can recall.

MR. POLLACK: It's not a proposal, Mr. Edelman, it's a codification of something.

MR. EDELMAN: Again, your Honor, counsel is testifying.

MR. POLLACK: No, I'm not.

The question is improper.

JUDGE GOERLICH: Well, I take it that's in --

515 MR. EDELMAN: Let him object.

MR. POLLACK: Objection, your Honor.

JUDGE GOERLICH: The witness has testified that that's not a proposal.

Now, if you want to ask him what it is --

MR. EDELMAN: I will.

JUDGE GOERLICH: -- I take it he will tell you.

MR. EDELMAN: Very well.

Q. (By Mr. Edelman) Can you tell me what this is now, the second paragraph on the May 23rd letter?

(Handing.) A. You want me to read it?

Q. No.

I want you to tell me what it is.

JUDGE GOERLICH: Is it a proposal, or what is it, is what he wants to.

A. The letter of May 23rd restates --

Q. No, you don't -- go ahead. A. -- the agreements and discussions which took place at the negotiation session of May the 9th.

JUDGE GOERLICH: Well, now, as I understand it, that first sentence had been proposed at the May 9th meeting; is that right?

THE WITNESS: Yes.

516 JUDGE GOERLICH: Very well.

It's a codification of a proposal, then.

Very well.

Q. (By Mr. Edelman: I take it, then, that this was a proposal that you made at the May 9th meeting? A. Yes, sir.

Q. That's correct, is it not? A. Yes, sir.

Q. And at that meeting, Mr. Danetra asked whether or not you were proposing that two contracts be negotiated; is that correct? A. I don't know if he posed that question to me or to his attorney.

Q. Was the question posed at the table? A. Mr. Danetra raised the question as to whether or not this in fact did not mean that he would then be negotiating the two contracts, yes.

Q. All right.

Now, I would like to ask you a couple of questions on this clause myself. And with respect to current employee, what is your definition of a current employee?

MR. POLLACK: Objection.

JUDGE GOERLICH: Well, I won't allow you to go into that

517 unless this matter was discussed during negotiations.

Q. (By Mr. Edelman) Was the matter as to current employee discussed during the negotiations? A. Yes, it was.

Q. All right.

What is the definition of current employee?

MR. POLLACK: Objection as to that question.

What was said should be the question.

JUDGE GOERLICH: Sustained.

Go into the discussion.

Q. (By Mr. Edelman) Did you state a position as to what a current employee was? A. Yes.

Q. Did you give a definition of a current employee?

A. No.

MR. POLLACK: Strike that.

I don't mean strike that.

Objection, your Honor.

JUDGE GOERLICH: His question is appropriate.

He said, "Did you give a definition" --

MR. POLLACK: And then he didn't say tell us the definition you gave, he said now tell us a definition of current employee.

518 JUDGE GOERLICH: Well, the witness answered no.

So that the record will be clear, did you give the parties there a definition of what a current employee meant?

THE WITNESS: Yes.

JUDGE GOERLICH: Very well.

Q. (By Mr. Edelman) And can you tell me what you told them? A. I explained to them that a current employee was any employee in the employ of the company at the time an agreement was reached.

Q. I see.

Did you discuss what a new employee might be? A. I believe not.

I believe Mr. Palmieri made an observation along those lines.

Q. And what was Mr. Palmieri's observation? A. That based upon my definition of a current employee, he felt it followed logically that a new employee would be anybody employed by the company after this agreement was reached.

Q. And did you make any comment with respect to Mr. Palmieri's observation? A. Yes.

I said that that seemed to agree with my definition.

519 Q. Very well.

Now, with respect to the phrase "retain any current benefits," was there any discussion, Mr. Dinerstein, as to what "current benefits" would be retained? A. Oh, yes, most definitely.

Q. Can you tell me what current benefits were to be retained in line with the discussion that took place? A. Any and all benefits as provided in the contract which expired September 1, 1972.

Q. Excuse me.

Go ahead. A. Or as may have been subsequently increased.

Q. Well, in the discussion that took place in connection with the subject of current benefits, Mr. Dinerstein, did the subject of the union's security provision come up? A. Not to my recollection.

Q. Was that to be incorporated in the current benefits?

MR. POLLACK: Objection.

JUDGE GOERLICH: Sustained.

You didn't inquire as to whether there was any discussion to that end.

Q. (By Mr. Edelman) Was there any discussion at all about
520 union security during the May 9th meeting? A. I would need my notes to refer to it.

Q. Very well.

JUDGE GOERLICH: While you're checking your notes, would you check whether there was ever any discussion about it?

MR. POLLACK: You need all your notes then.

MR. EDELMAN: Well, there was a discussion about union security.

THE WITNESS: In response to his Honor's question, yes, definitely.

JUDGE GOERLICH: You had discussed it at sometime?

THE WITNESS: Oh, yes.

JUDGE GOERLICH: Very well.

Then discuss the May 9th notes.

A. "The counsel defines union security as described in article 3 of the contract which expires September 1, 1972."

Based upon my recollection and the notes available to me, I see no indication that that was discussed on that date.

Q. Was -- again referring to that proposal about the current benefits -- I'll call it the current benefits proposal for the sake of shortness.

In connection with the current benefits proposal, was vacations discussed as would be applied to that proposal?

521

JUDGE GOERLICH: Are you referring to the May 9th meeting?

MR. EDELMAN: That's right.

A. I would have to say that vacations were mentioned as opposed to discussed.

Q. Well, in the process of mentioning vacations, did you or did the union discuss how vacations would be applied as to your proposal, your current benefits proposal? A. I -- to the best of my recollection, the union posed a general question after I put forth this proposal, in quiring of me as to how this would affect and which benefits this would affect in the expiring contract.

Q. Which benefits did you tell them it would affect?

A. Well, I have no immediate recollection of exactly what I said.

Referring to my notes, I note that I specified the company counter proposed for holidays, vacations, severance pay, medical, pension, apply only to new employees.

I indicated in my notes, also, that the new -- that the company's proposals with regard to overtime applied to all of the employees.

Q. I'm not sure I understand you.

522

Are you saying that your April 1st proposals with respect to these enumerated either applied only to new employees? A. Yes.

Q. And did you set forth in this discussion what benefits applied to the old employees, specifically? A. In response to the question by the union as to what this meant, I indicated that as to all employees, if the benefits as provided in the contract that expired September 1st, 1972, were in any way better than the benefits as negotiated for new employees, the old benefits would then apply.

Q. Well, how -- A. I, also, indicated, if you will, that if there was a question as to which was better, we would offer that employee an option as to which one he preferred.

Q. Very well.

How would that statement, Mr. Dinerstein, relate to union security provisions?

MR. POLLACK: Objection.

The witness never said that it did.

JUDGE GOERLICH: I'll sustain the objection to that question.

Did you discuss it in the context of union security?

523 THE WITNESS: Not to my recollection, your Honor.

JUDGE GOERLICH: Go ahead.

Q. (By Mr. Edelman) Did you discuss it in context with seniority? A. Not to my recollection.

Q. Very well.

Did you discuss it in context with subcontracting? A. We're still talking about union security?

Q. No, no.

We're still talking about the current benefits provision.

Did you discuss the current benefits provision -- A. I would ask you to repeat the last question as I was mislead.

Q. Did you discuss -- strike that.

You set forth a statement in connection with your proposal.

You said it will apply to new employees in connection with this, this, and this and this benefits that you have testified to. A. Yes.

Q. Now, I asked you with respect to either the new employees or the old employees, did you indicate in any way how union security would apply in connection with this proposal?

524 A. You'll forgive me, I don't think counsel understands what the union security clause is all about.

It is in no way a benefit, and it would not be affected by this proposal in any way that I can imagine.

Q. And what about seniority? A. Seniority speaks for itself.

Q. In other words, it would not be affected by the proposal? A. No.

Q. Okay.

How about subcontracting; would that be affected by the proposal? A. How would subcontracting be a benefit accruing to an employee?

Q. I'm asking you --

MR. POLLACK: Are we discussing the effect of the proposal or what was said, your Honor?

It seems we're getting into what was the effect, we're asking the witness to draw a conclusion.

JUDGE GOERLICH: Well, did you discuss subcontracting --

THE WITNESS: No.

JUDGE GOERLICH: -- along with this?

THE WITNESS: No, no question was posed with regard to that, your Honor.

525 JUDGE GOERLICH: All right.

Q. (By Mr. Edelman) Was there any discussion in connection with transfer of employees in connection with this current benefits clause? A. The union raised no inquiry along those lines.

Q. And you did not either; is that correct? A. I didn't know there was a question about it.

Q. Well, my question to you is, you didn't mention anything about it, either; is that correct? A. Correct.

Q. Now, how about work preservation; was that discussed in connection with the current benefits clause, either brought up by you or brought up by the union? A. No.

Q. Okay.

How about the provision that related to new jobs or vacancy; was that provision discussed either by you or by the union in connection with the current benefits clause? A. Not to my recollection.

Q. And how about -- and how about the failure to make payment provision; was that provision discussed either by you or by the union in connection with the current benefits clause?

526 MR. POLLACK: Are we to assume that all of the items which you are asking information for, Mr. Edelman, are contained in the April 1st counter proposal of the company?

Because it would seem to me that if the company did not counter propose on it, that the question is indeed misleading.

MR. EDELMAN: All of them are set forth in the counter proposals of April 1st, that's correct.

Q. (By Mr. Edelman) Was that discussed? A. What?

Q. The article in the contract or the article in the proposals which relates to failure to make -- which relates to failure to make payment. A. Not to my recollection.

Q. All right.

Now, how about death in the immediate family; was that proposal discussed in connection with the current benefits proposal, either by you or by the union? A. No.

I set forth the benefits that I indicated to you, and the union at no time asked me to enlarge upon those.

Q. And those then were the only benefits that were dis-

527 cussed; is that correct? A. No, those were not discussed, those were set forth.

There's a difference.

Q. Fine; set forth. A. That's correct.

Q. Am I correct in assuming, then, Mr. Dinerstein, that outside of the items that were set forth by you in connection with the current benefits clause, your demands were the same as set forth in your April 1st letter? A. You'll have to re-read that question, please.

JUDGE GOERLICH: Would you read the question to the witness, please?

(Whereupon, the record was read.)

A. Absolutely not, absolutely not.

Q. Had you -- A. I moved on many points. This wasn't the only point that was discussed and there was movement on.

Q. Had you modified your April 1st proposal in connection with --

MR. EDELMAN: I'm going to object to conversations between counsel and the witness at this point in time, your Honor. It's improper.

THE WITNESS: I apologize.

I assure you we were saying nothing improper.

I apologize.

528 MR. EDELMAN: Then why whisper?

THE WITNESS: I'll be happy to repeat exactly what I said if you want to hear it.

MR. EDELMAN: I'm not interested in having you repeat what you said.

I don't know that you'll repeat it exactly.

But I just would like the Administrative Law Judge to caution the witness not to have conversation with counsel while he's on the stand under cross examination.

JUDGE GOERLICH: If you want to speak to your lawyer, I suggest you ask for a recess for that purpose.

THE WITNESS: Thank you, your Honor.

I have no need to speak with him.

I just made an observation.

JUDGE GOERLICH: That's a problem with these little hearing rooms.

I didn't hear your observation, but one of the problems is that everybody almost always hears everything. You have to be careful what you say.

MR. EDELMAN: I wish it were only true, your Honor.

Q. (By Mr. Edelman) With respect to article 3, union membership, of your April 1st proposals, was there any change in the company's position from its April 1st proposal with respect to IIB?

529 MR. POLLACK: Mr. Edelman, when you say two, do you mean the contract provisions two or the arabic two, as set forth in the April 1st letter?

MR. EDELMAN: Proposal number two, the arabic two as set forth in the April 1st letter, referring to article three.

I refer to the B paragraph of that proposal.

A. Am I correct you're assuming that the company has the right to hire any employee --

Q. That's correct, right, I'm talking about that proposal.

Did you modify that in any way during your negotiations?

A. Definitely not.

Q. You did not? A. No.

Q. Okay.

JUDGE GOERLICH: Did that matter come up for discussion?

THE WITNESS: Only my initial demand, your Honor.

No counter proposal was ever received.

JUDGE GOERLICH: Very well.

Q. (By Mr. Edelman) Now, with respect to arabic number

530 3, which relates to article 4, work preservation, did you modify your position in any manner from your April 1st proposal?

A. My notes indicated this was rejected outright by the union with no counter proposal having been made.

Q. That's not the answer to my question.

My question was:

Did you modify your --

MR. EDELMAN: And I move to have that answer stricken as non-responsive.

JUDGE GOERLICH: It may go out.

Q. (By Mr. Edelman) May question was:

Did you modify that proposal in any manner -- A. No.

Q. -- different from your April 1st? A. No, not to my recollection.

Q. Very well.

With respect to arabic numeral 4 which relates to article 5, reporting information, did you modify your position in any way during the negotiations from your April 1st proposal? A. At some time I did, yes.

Q. And do you recall what the modification was? A. Yes.

531 Q. Would you please relate that to us? A. Yes.

The union indicated that they felt -- they rejected the entire thing outright.

And in the course of their rejection, they indicated to us that the three month interval might be a problem because of arbitration and such as that.

I said, well, if they're agreeable to the construction of restricting the right, I'm sure we could work out an interval that would be acceptable.

Q. And that's your counter proposal; in other words, there was no definite proposal, but that, as you have testified, amounts to your counter proposal, is that correct? A. Yes, most definitely.

Q. With respect to arabic number 7 which relates to article 8, arbitrary transfer, did you modify that provision in any way from your April 1st proposal? A. Yes.

I believe we've indicated that we would be willing to consider the union's position that if the company insists upon somebody being transferred to a lower-paying position, they retain their higher rate of pay.

And, there was also at some point in time, as I recall it, some
532 mention made about putting a time limit on the period of the transfer.

We agreed to consider establishing a time period.

I believe the union had agreed to come forth with a time period and to this date they have never given us a time period that they thought would be acceptable.

Q. Do you have in your notes where this counter proposal by you is made? A. Which one?

MR. POLLACK: Your Honor, may I just call counsel's attention to the letter of April 10th under article 8 on the second page?

MR. EDELMAN: That's what I'm referring to.

I'll put it to the witness in another way. Let the witness look at the exhibit and ask him if that amounts to his counter proposal.

(Handing.)

A. Absolutely not.

As indicated, the letter simply restates positions which were put forth in the bargaining table.

Q. Your position included; is that correct? A. Yes, most definitely.

Q. Well, would the April 10th letter reflect your position in connection with this demand? A. As of that time, it would have, yes.

533 Q. All right.

Was there any other modification that you raised in connection with that demand that is not set out in the April 10th letter? A. As I had indicated, I seem to recollect that there was some mention of an employee transferred at the company's request to a lower-paying position, being able to retain his higher rate of pay.

I don't recall at what point this arose, nor do I recall if that was reflected in my notes.

Q. Well, can you look at your notes and see if it was reflected in your notes? A. All right.

MR. POLLACK: Can I tell him which note to look at so we can save some time?

MR. EDELMAN: Yes, sure.

MR. POLLACK: RJD 1314.

THE WITNESS: May I have my statement which is in evidence, please?

MR. POLLACK: Here.

(Handing.)

JUDGE GOERLICH: Off the record.

(Discussion off the record.)

JUDGE GOERLICH: Back on the record.

Repeat your last question to the witness, please.

534 MR. EDELMAN: Would you read the question?

I may withdraw it.

(Whereupon, the record was read.)

MR. EDELMAN: Withdraw the question.

Q. (By Mr. Edelman) Returning again to this current benefits clause of your May 23rd letter set out in your proposal, Mr. Danetra, did he not, raise the prospect that two contracts would have to be negotiated as a result of this? A. The only way I can answer that is to quote what Mr. Danetra said.

Q. Very well. A. Mr. Danetra said that this amounts to negotiating two contracts.

Q. Very well.

Did you respond to this statement by Mr. Danetra? A. No, not that I can recall.

MR. EDELMAN: If your Honor will just bear with me for one second, I may have no more questions.

I just want to make sure that that's my last.

JUDGE GOERLICH: Very well.

Take whatever time you need.

Q. (By Mr. Edelman) Was this current benefits clause dis-
535 cussed in the July meeting? A. I'll have to check my notes.

Q. Please go ahead. A. I don't seem to have my notes of that meeting.

Do you by any chance have my notes of that meeting?

Q. I may.

Let me check.

Yes, I do.

(Handing.)

A. Yes.

Q. And can you tell me exactly who said what concerning this proposal? A. I can tell you that a discussion transpired, without taking the time to read exactly what it is --

Q. Well, just tell me what you said, what Mr. Palmieri said, if anything, and what -- A. This was a statement that was made. I'm trying to give it to you in the context.

Q. A statement made by whom? A. By me.

Q. Okay. A. It was in the context of vacation pay.

I simply said that the new formula as arrived at -- well, let me give it to you basically paraphrasing.

536 No decrease to current employees and not less than to new employees, to mean that in no event is a current employee to get a decrease. And in the event that the negotiations for the new employees are more favorable, then they would be getting the more favorable terms.

Q. With respect to vacations? A. Well, that's where it was brought up, yes.

I brought it up.

Q. With respect to vacations? A. Yes.

Q. This was in the context of the discussion on vacations; is that correct? A. Yes.

Q. Thank you.

MR. EDELMAN: I have no further questions, your Honor.

JUDGE GOERLICH: Very well.

We'll stand in recess until counsel for the Charging Party has had an opportunity to read the document.

MR. PALMIERI: Just give me ten minutes, your Honor.

JUDGE GOERLICH: Off the record.

(Discussion off the record.)

JUDGE GOERLICH: Back on the record.

537 We will take a recess at this time until Mr. Palmieri has finished reading the statement.

(Whereupon, a recess was taken at 4:40 p.m.)

JUDGE GOERLICH: Back on the record.

Mr. Palmieri, do you have any questions of Mr. Dinerstein?

MR. PALMIERI: Yes.

CROSS EXAMINATION

Q. (By Mr. Palmieri) Mr. Dinerstein, did you say that your May 23rd letter was intended to be a summary of the May 9th meeting? A. Yes.

Q. Isn't it true that with respect to the so-called current benefits --

MR. PALMIERI: I think that's what you called it.

MR. EDELMAN: Yes.

Q. -- current benefits provision of the May 23rd letter, that that really doesn't accurately reflect what you proposed at the May 9th meeting? A. To the best of my recollection, it does.

Q. At the May 9th meeting, Mr. Dinerstein, didn't you really say that the company's counter proposals for holidays, vacations, severance, medical and pension apply only to new employees, the implication -- did you say that? A. Yes.

538 Q. Did you say that the company's counter proposals would only apply to new employees?

MR. POLLACK: May I just close the door, your Honor?

JUDGE GOERLICH: Yes.

Q. (By Mr. Palmieri) Isn't the current benefit -- let me strike that and let me rephrase it.

Isn't it true that the so-called current benefits provision was only applicable to holidays, vacations, severance, medical and pension and not to any other provision in your April 1st counter proposal? A. It was applicable to those things that I considered benefits.

I thought we had, you know, gone into that at the meeting of May the 9th.

Q. Then it was not applicable to matters which did not -- matters in your April 1st letter which did not deal with holidays, vacations, severance, medical and pension? A. Yes.

Q. So those matters in your April 1st letter stood?

A. Again --

Q. Subject to any indications that may have been reflected

539 in other letters. A. Anything that was a benefit as we discussed.

I think you have listed all of the benefits.

Q. For example, then, your counter proposal with respect to article Roman numberal II of the union contract entitled "recognition", as of May 9th, still stood in accordance with the April 1st letter?

MR. POLLACK: Your Honor, I believe that Mr. Edelman, who stands in similar shoes as the Charging Party, has gone over that exact question.

JUDGE GOERLICH: Well, I'll consider that a preliminary question.

I would prefer you not going over the same area as did Mr. Edelman.

MR. PALMIERI: I apologize.

I was listening with one ear to Mr. Edelman. This was a question that I thought I had asked him to ask and he didn't, as a matter of fact.

MR. POLLACK: He did.

MR. PALMIERI: Did you ask that question?

MR. EDELMAN: Yes.

A. I believe I answered Mr. Edelman, and my recollection is that I don't recall any movement by me on that point.

Q. With respect to the July 31st meeting, Mr. Dinerstein,

540 is it not a fact that as late as July 31st, you were still

insisting that with respect to the year-end vacation, that the benefits be reduced from five -- that the number of days off be reduced from five days to three days? A. Could I trouble you to repeat that question?

And may I please have my notes?

Q. They are over there.

JUDGE GOERLICH: Would you read the question back to the witness, please.

(Whereupon, the record was read.)

A. Reading from my notes, I can't tell you what other positions I may have taken during that meeting.

I see that I took the position that management will agree to five days with three of those days vesting, but all days must be taken only after six months of employment.

Q. Did the discussion revolve around whether or not -- strike that, please.

Was it not your position at that negotiation session that if the employee took none of the days, he would only be entitled to be paid for three? A. Based on the answer I just gave you, it would appear that that was my position, that three days would vest.

541 Give me a moment to review this and see if there was any change. A. I see a notation here in my notes that Mr. Danetra proposed that the five days be considered personal and/or sick days, the first year for there to be a three months wait ing period, then one day earned per month up to a maximum of five days.

Thereafter, earning one day for each two full months of employment.

It was payable on termination or on December 15th or thereabouts.

As I recall, Mr. Danetra at that point was restating it as I recollect it, in an acceptance form.

I indicated to him immediately thereafter that that basically represented the agreement I was willing to come to except that there had been earlier discussion about a doctor's note and I had then agreed -- because I felt -- and I have come across situations where when people have personal days and sick days where they're not required to --

Q. Did you say that to Mr. Danetra? A. Yes, at some point during the negotiations.

-- where they have sick days or personal days and they're not required to produce doctor's notes, I find them taking extended holidays.

542 I was only concerned that this could result in inefficient operation of the plant whereby the employees decided on a Friday before a three-day weekend that they're taking a personal day.

I had indicated that, you know, personal days or sick days can't be taken on the day before a holiday or on the day before the weekend of a holiday unless a doctor's note was produced.

Mr. Danetra had opposed it.

And immediately after I had agreed to that five-day proposal, I signed it, and I indicated that the company was also willing to waive the doctor's note requirement the first time in the year whereby they would otherwise require it and that they would then be willing to waive that but require it for any other absence of that nature.

Q. But didn't you only offer to pay an employee who didn't use all of his days, three days worth only? A. You mean --

MR. POLLACK: You mean as his final offer on that session, during that session?

MR. PALMIERI: Well, let him answer my question, then he can answer your question.

MR. POLLACK: Well, I object to the form of the question.

It's a difference of opinion, and a difference of opinion could have occurred at any time.

I don't know what we're going to get out of it.

JUDGE GOERLICH: Read the question to me, please.

(Whereupon, the record was read.)

MR. POLLACK: That was the question.

JUDGE GOERLICH: I'll allow him to answer it.

A. Well, that was the position at one time during the meeting.

But as I indicated, it appears from my notes that in response to Mr. Danetra's proposal -- and I'll repeat it just so it's understood which one I'm talking about -- where he says that there would be five days personal and/or sick leave during the first year a three-month waiting period, that an employee would earn one day per month up to a maximum of five days, thereafter the employee would earn one day for each two months of employment and was repayable on termination or on December 15th or thereabouts.

Now, while I must admit that I don't have any personal recollection, and solely relying on my notes, I would say that knowing the way I make notes and knowing me, that would indicate that I was willing at that point to vest five days which would accrue to the benefit of that employee.

544 I see nothing in the balance of my notes here to indicate that I at any time retreated from that position.

Q. Was there an agreement reached with respect to the year end vacation on July 31st? A. No, there was not.

Q. Somewhere -- strike that.

At the May 9th meeting, do you recall whether or not the name Saxon Paper was given to Mr. Danetra as being one of those competitors of Mr. Roth's? A. It would appear to me that Saxon Paper, inasmuch as you bring it up now and the name was brought

forth earlier by Mr. Pollack, was the name of the company that was originally put forth by somebody at the March 11th meeting.

I did not recall specifically whether or not it was brought up at the May 9th meeting, as one of the competitors.

But I do believe that at one point during the negotiations that that was a name mentioned as a competitor.

Q. And that at another point in the negotiations were other competitors named? A. Yes, definitely.

Q. Will you tell me why the other competitors weren't given at the same time that the Saxon Paper was? A. Well,
545 first of all, you say at the time Saxon Paper name was given.

I indicate in my affidavit, certainly my recollection is, I don't recall who put forth the Saxon Paper name.

On the other hand, as I indicated to you on at least one occasion, when the original demand was made for the competitors of Romo Paper, Mr. Danetra made the demand. And Mr. Danetra made that demand indicating that he wished the names so he could go organize the companies.

I refused and I instructed my client not to reply inasmuch as I felt that was an improper purpose.

If the union had indicated that they wanted the names for comparison purposes, for investigation, for what benefits they were affording, certainly I'm bound to give you the names of competitors.

But I didn't think that it was my client's obligation to help you organize.

Q. Having now just related the conversation that took place on March 11th rather than the conversation that took place on May 9th -- A. No.

I believe on May 9th Mr. Danetra again made a demand for the competitors, naming some company -- it may have been Saxon --

546 and again indicating to Mr. Roth in response to Mr. Roth's contention that it was ridiculous to apply this contract to his company as it's a foreign industry, that if Mr. Roth would only -- and he referred to him as Sam -- if Sam would only stop not trusting me and tell me who his competitors are, I'll go out there, I'll organize them and then we won't have this problem.

And again I felt it was an improper request.

There was no indication that the union had any intention of using this information for other than organizational purposes.

Let me add that when --

Q. Wait a minute now.

MR. POLLACK: I think he's entitled to add to his answer, your Honor.

Q. (By Mr. Palmieri) All right, go ahead.

JUDGE GOERLICH: Have you finished your answer?

THE WITNESS: No, I haven't, your Honor.

JUDGE GOERLICH: You may finish your answer.

A. That I believe it was at the meeting of July 31st when Mr. Danetra or Mr. Palmieri, I don't recall who, asked for Mr. Roth's competitors so that they can go out and find out whether they were organized and/or if they were organized, what benefits they were

547 providing their employees.

I immediately instructed Mr. Roth to supply them with the names of all those competitors he had available to him at that time.

I told him that if they would need more, we'd be happy to supply them.

Q. On page 34 of Mr. Danetra's affidavit, which is one of the exhibits here, is a discussion of what took place on the May 9th meeting --

MR. POLLACK: Let the record show that I'm handing Mr. Dinerstein a copy of that affidavit.

(Handing.)

MR. PALMIERI: Okay.

Q. Page 34, he states, in about the middle of the page, "We again asked who he claimed was in competition with us and for the first time we got Sexton" -- I presume it's a typographical error -- "Paper Co. as one of his competitors."

Do I take it from the answer to my last question that that conversation did not take place on May 9th, according to your recollection? A. According to my recollection --

MR. POLLACK: Objection to the form of the question, your Honor.

548 I think it's certainly improper to read another witness' testimony and then --

MR. PALMIERI: I'm asking if he agrees with the testimony or not.

MR. POLLACK: That isn't what your question was.

MR. PALMIERI: Well, I'll rephrase it, then, your Honor, if I may.

JUDGE GOERLICH: Very well.

Rephrase your question.

Q. (By Mr. Palmieri) Do you agree with that testimony of Mr. Danetra? A. I would say that there are parts of that which are accurate and there are parts of that which are inaccurate.

Q. You do agree, however, that it was not on May 9th but on July 31st that the other four or five competitors were given to Mr. Danetra? A. I so testified, yes, sir.

I wish to qualify that by saying that I still don't recall that it was Mr. Roth who put forth the name of this initial alleged competitor. It may have been the union that mentioned that.

Q. Did you ever receive my letters of April 16th, April 29th, and May 2nd?

MR. POLLACK: Do you need the letters, Mr. Dinerstein?

549 THE WITNESS: Not his, but I do need ours.

Testifying from recollection would be difficult at this time. I'll explain to you why.

JUDGE GOERLICH: We don't need your explanation. Just take a look and see if you received the letters.

THE WITNESS: Well, I have to qualify this answer, your Honor.

JUDGE GOERLICH: Well, you may after you look at the letters.

MR. PALMIERI: Well, your Honor, may I have an answer before the qualification?

MR. POLLACK: You mean our file?

THE WITNESS: No.

A. Yes, I received them.

Whether I received them in the mail is something else.

The Board did provide me with copies of certain letters, your Honor, which my file did not have.

JUDGE GOERLICH: Well, would you look at the letters and indicate whether you received them or not in the ordinary course of business?

If you don't recall, indicate you don't recall.

THE WITNESS: Which letters specifically?

550 Q. (By Mr. Palmieri) April 16th, April 29th, May 2nd.

A. Yes, at some point I receive the April 16th letter.

What's the next one?

Q. The 29th. A. Yes, I received the April 29th letter.

The last one?

Q. May 2nd. A. Yes, I received that letter, too, at some-time.

Q. Is it your testimony that you didn't receive them in the mail? A. No.

What I'm testifying to is the fact that when I came down to the Board in the investigatory process of your charges, in going through my file in attempting to put forth our position to the Board agent, it was discovered that there were certain letters he had which I did not have in my file.

He then supplied me with photostats of those letters.

The question in my mind is whether I recollect having those letters as a result of the fact that he gave them to me or whether I recall having seen those letters because I received them in the mail.

551 Based upon my immediate reaction to the three letters you're talking about, I believe that I received your letter of April 29th and I believe I received the other -- April 30th is one of them?

Q. April 16th and May 2nd. A. The letter of April 30th is my letter to you?

Q. April 16th, April 29th and May 2nd. A. April 29th?

Q. Yes. A. Let me see that letter.

MR. PALMIERI: For the record, these would be General Counsel's Exhibits 11 --

A. Yes, April 29th, I do recall receiving that letter.

May 2nd, I do recall receiving, also.

MR. PALMIERI: For the record, your Honor, these are General Counsel's Exhibits 11, 12 and 14.

Q. (By Mr. Palmieri) Would you say then, Mr. Dinerstein, that page 39 of your statement, which is Respondent's Exhibit 1, is in error?

(Handing.) A. No, not at all.

MR. POLLACK: Could we point out for the reporter -- can you point out --

552 THE WITNESS: I --

MR. POLLACK: Excuse me.

Can you point out for my benefit what section of that page you're referring to as being in error?

MR. PALMIERI: Sure.

It's the fourth full paragraph on lines 14 and 15.

But he answered it already.

A. My answer is that this indicates that my files and records do not reflect receipt of the letters.

However, it is possible that such letters had been in fact received.

That's not in error.

Q. I'm turning now to the March 11th meeting.

Was it not your position at that meeting that you refused to discuss wages?

MR. POLLACK: May I request, your Honor, that the question be rephrased so that it can be affirmatively answered?

It's almost a negative pregnant:

Was it not your position?

JUDGE GOERLICH: Do you understand the question?

THE WITNESS: It would be difficult for me to answer the question, your Honor.

JUDGE GOERLICH: Very well.

553 Rephrase the question.

The witness is having difficulty.

MR. PALMIERI: Yes, sir.

Q. (By Mr. Palmieri) Did you refuse to discuss wages at the March 11th meeting? A. I --

JUDGE GOERLICH: The famous question on that subject is: When did you stop beating your wife?

Isn't it?

MR. POLLACK: Yes, it is, but this isn't quite as bad.

JUDGE GOERLICH: Go ahead.

A. Without sounding picayune -- or, at the risk of sounding picayune, if we're using a pure definition of wages, you know, no, I did not refuse to discuss wages at that meeting.

If we're talking about the company accepted salary situation, conceivably I guess it could be construed by someone, you know, that maybe that was the position taken.

Q. Did you tell the union at that meeting that you had never seen a copy of the Romo contract? A. Oh, yes, definitely.

554 Q. Did you tell them that you didn't have a copy of the Romo contract? A. Most definitely did.

Q. Did you ask your client for a copy? Prior to the meeting? A. I don't recall.

Q. Is it a negotiating technique of your office to commence bargaining negotiations before having reviewed the prior contract? A. This is not, to the best of my knowledge, a technique of the office.

It is my technique to go into the first bargaining session with the union and make them explain, in full detail, exactly what their position is and no commit myself to any position unless it's one that I can easily accept until such time as I've had an opportunity to digest their demands.

Q. Didn't you tell the union at the March 11th session that you could not discuss their demands because you did not have a copy of the contract? A. I --

Q. And didn't the union --

MR. POLLACK: Let him finish his answer.

MR. PALMIERI: I didn't finish my question.

Q. (By Mr. Palmieri) And didn't the union hand you their

555 copy and you out and Xerox it? A. If I recall your question correctly, yes, I told the union that I did not have a copy of the contract.

Yes, the union did hand me a copy of the contract.

No, I did not go out and Xerox it, as I recall, but I had it Xeroxed.

Q. It was a member of your staff? A. Yes.

JUDGE GOERLICH: Mr. Dinerstein, when did you first get involved in negotiations for this employer?

THE WITNESS: I believe about a week before Mr. Pollack had asked me to take the negotiations in this matter.

JUDGE GOERLICH: About a week before the first meeting?

THE WITNESS: Yes; maybe two weeks before, your Honor.

Relatively a short period before, your Honor.

Q. (By Mr. Palmieri) Well, your first phone call to Mr. Danetra was on March 1st, was it not? A. I can't give you dates of when I made phone calls.

I can tell you that my first call to Mr. Danetra, to the best of my recollection, was unanswered.

Q. Isn't it a fact that -- strike that.

556 Did you in fact have a copy of the prior contract? A. No, I did not.

Q. Did Mr. Roth have a copy of the prior contract? A. I did not know.

Q. Did you ask him to bring a copy of the contract with him to the meeting? A. Not to the best of my recollection.

Q. Did you ever tell any Board representative that you had studied the contract and had a copy of it prior to entering into negotiations?

MR. POLLACK: Objection.

We've hit the problem, your Honor.

Just so the record will be clear, I observed Mr. Edelman reading the statement over which there has been much ado; I observed Mr. Edelman whispering to associate counsel, which he is more than permitted to do, immediately preceding this question.

JUDGE GOERLICH: I'll sustain an objection to the question.

MR. EDELMAN: I'm going to -- I'd like to state my position with respect -- since I'm a party, too, I certainly have a --

JUDGE GOERLICH: Oh, you may state your position. It's not your question, though.

557 MR. EDELMAN: It would appear to me, your Honor, that it's perfectly proper for an attorney to ask questions whether or not he was asked by an agent of the Board, whether or not he was asked by his own attorney, whether or not he was asked by Mr. Roth, whether or not he was asked by any particular person on a street a particular question.

The witness can answer yes or no.

Now, we're not stating -- we're not stating that such-and-such is the case.

Your Honor, we're not putting in any document to indicate such-and-such is the case.

We're merely asking a witness whether or not he ever told a particular person, a particular statement.

I think it's a proper question.

JUDGE GOERLICH: Well, it might be under certain circumstances, but under these circumstances I don't deem it to be a proper question.

MR. PALMIERI: I'll ask a different question.

JUDGE GOERLICH: It's the kind of a question which the interrogator is attempting to lay a foundation.

And when he asks whether someone told a Board agent something or other, the foundation means nothing because there's no possibility of ever bringing the Board agent to testify.

558 MR. EDELMAN: Maybe his answer will be yes and that will end it, and if it's no, maybe it will end, also.

JUDGE GOERLICH: Under the circumstances, I'll sustain the objection.

Q. (By Mr. Palmieri) Did you read the contract prior to the March 11th meeting? A. I most definitely did not.

Q. And there was no copy of it in the office? A. Not to the best of my knowledge.

Q. And you didn't ask Mr. Roth to bring one with you? A. Not to the best of my recollection.

That would be completely adverse to my bargaining procedure.

So that you may understand it, I'll explain it to you.

Q. I believe I understand it. A. I'm entitled to --

JUDGE GOERLICH: Just one second.

I want to elaborate on my ruling because I don't want to be misunderstood.

If the General Counsel will stand up here in open court and state that he will produce the individual involved who is an agent of the government, who is relied upon to establish a foundation, as
559 a witness, if any of the parties desire him, then I will allow the question to be asked.

But under the circumstances, unless you make that commitment, Mr. Edelman, I will not.

MR. EDELMAN: I would submit to your Honor that I don't have to produce any witness.

I would submit that I can ask the witness a question.

Did you ever tell your Honor such and such thing?

Did you ever tell your attorney such and such thing?

It is equally as improper as asking:

Did you ever tell an investigator of this Board such and such a thing?

I don't have to submit the witness to -- I haven't said he's done it. I'm merely asking him if he has.

JUDGE GOERLICH: Well, that's my ruling.

MR. EDELMAN: I think you're in error, your Honor.

JUDGE GOERLICH: It's a good ruling, I haven't used it before, but I anticipate using it from now on.

I don't believe the government ought to be permitted, or anyone else, to lay a foundation by asking a witness whether or not he made a certain statement to a party when that party the
560 government will not permit to take the stand for the purpose of supporting the foundation laid.

MR. EDELMAN: Well, suppose the question, your Honor, were:

Did you state to anybody that such-and-such a thing took place, would that be a proper question?

JUDGE GOERLICH: I would undoubtably sustain the objection to that question because it's not a proper foundation.

A proper foundation would not have been laid for such a question.

Q. (By Mr. Palmieri) Haven't you and Mr. Pollack and Mr. Roth throughout these entire hearings, Mr. Dinerstein, been using and referring to an original copy of that contract, which is right now underneath Mr. Roth's arms?

Didn't you in fact have a copy of that at all times?

MR. POLLACK: Objection.

That's two questions.

May we have one at a time?

MR. PALMIERI: All right.

I'll strike the last part of the question.

A. Now that you bring it to my attention, I'll take a look and see if it's an original copy of the contract.

561 JUDGE GOERLICH: Well, that one or one like it.

THE WITNESS: If I may, is this what we were using?

MR. POLLACK: Yes.

A. I will tell you that I'm handed a document which I'm told that it is the one that we have been referring to. It is not -- if your point is, is this copy of the contract that you gave me or that I made?

Q. No, that is not. A. That is not it.

Is this an original? There are two signatures on it.

If that makes it an original, then it would be an original.

Now, I --

Q. You didn't get that from the union, did you? A. I didn't get it from anyplace.

I found it on the table.

JUDGE GOERLICH: What's your position, Mr. Palmieri?

MR. PALMIERI: Well, your Honor, I just think it's one element of bad faith; to walk into contract negotiations and say you haven't even seen the contract and that you can't discuss the proposals that were sent to you on February 1st, six weeks prior

562 to the meeting, because you've never looked at the contract to see what they relate to.

JUDGE GOERLICH: Well, I might agree with you.

If you would like to submit that for my consideration, I will consider it obviously.

I might even agree with you.

However, everything must be weighted in the context of what transpired throughout the entire negotiations.

MR. PALMIERI: Yes, your Honor.

Q. (By Mr. Palmieri) Is it true, Mr. Dinerstein, at the March 11th meeting that you advised the union that you wished to self-insure with respect to the medical insurance? A. I advised

the union that it would be our preference to self-insure. But before any determination can be made as to the practicality of self-insurance, I would have to go over the benefits involved, the pension plan involved and the pension trust agreement before I could make a determination.

Q. And the union gave you those on the April 1st meeting; is that correct? A. At one meeting or another, the union gave me a medical plan and a pension plan.

563 I still do not have, to this date, the pension trust agreement.

Q. Did Mr. Roth see the April 1st counter proposals prior to their delivery to the union?

MR. POLLACK: If your Honor please, I believe you, yourself, asked that question of the witness.

I appreciate we're on cross examination.

If it's a foundation or preliminary, I will withdraw my objection.

But if it's for a purpose of eliciting an answer to that question, it's been asked and answered.

JUDGE GOERLICH: Go ahead and answer the question.

Perhaps it's preliminary.

MR. PALMIERI: I'll withdraw it.

JUDGE GOERLICH: Very well, question withdrawn.

Q. (By Mr. Palmieri) When was the first time you gave a copy of the April 1st letter addressed to Mr. Danetra, which is Government Counsel's Exhibit 5, to Mr. Roth? A. I don't recall that I ever gave him a copy. I may have.

MR. EDELMAN: Gave who a copy, I'm sorry?

MR. POLLACK: Roth.

MR. EDELMAN: Oh.

Q. (By Mr. Palmieri) Do you recall whether or not on or

564 about March 1st we made an appointment for a bargaining

session for March 8th? A. I recall that we at one point agreed to a bargaining session for March 8th, if that's of any help.

Q. And did you cancel the March 8th bargaining session? A. Yes.

Q. When did you cancel it? A. As soon as I found out that it was a Jewish holiday and Mr. Roth couldn't attend.

I don't recall the date.

Q. What was the holiday, by the way? A. I believe it was Purim.

For the record -- well, I'm not the attorney.

Q. Did you work on that day? A. Did I work?

Q. Yes. A. Yes, Mr. Palmieri.

Q. Were you the chief negotiator for the company?

MR. POLLACK: If your Honor please, I think it would be purely bad faith if counsel showed up to bargain without the employer.

I think that's leading this witness in an improper way.

565 Q. (By Mr. Palmieri) In your statement, Respondent's Exhibit 1, did you not state to the union, in connection with a meeting for which you were kept waiting, that it was not necessary to have management at the meeting?

MR. POLLACK: That is not the same, your Honor.

If an employee --

JUDGE GOERLICH: That's apparently his question now.

Do you have any objection to that question?

MR. POLLACK: I do, your Honor.

JUDGE GOERLICH: This last one?

MR. POLLACK: It's irrelevant and immaterial.

JUDGE GOERLICH: Well, I'll --

MR. PALMIERI: Your Honor, he was either the chief negotiator or he wasn't.

MR. POLLACK: We admit and stipulate that he was the chief negotiator.

MR. PALMIERI: I'll have to find the reference.

MR. EDELMAN: I would think the question is a relevant question, your Honor.

MR. POLLACK: I'll withdraw my objection.

JUDGE GOERLICH: If it's in his statement, it's in his statement, it's in his statement.

566 There won't be any need to ask him the question unless you ask it for a preliminary reason to ask him a question based upon that by way of foundation.

MR. PALMIERI: Yes.

Can I get an answer to the question?

JUDGE GOERLICH: Would you answer the question?

Do you remember the question?

THE WITNESS: No, I don't.

JUDGE GOERLICH: Would you read the question to the witness, the last question?

(Whereupon, the record was read.)

JUDGE GOERLICH: The question is whether you remember that that's in your statement.

Do you?

THE WITNESS: Not off hand. I'll have to check my statement. I know that there's something similar.

JUDGE GOERLICH: Mr. Palmieri, can you tell us where it is?

MR. PALMIERI: I'm trying to find it.

MR. POLLACK: Well, I will stipulate that the statement does have that contained in it.

MR. EDELMAN: Then it's there.

THE WITNESS: Well, not exactly that.

MR. POLLACK: Well, in substance.

MR. PALMIERI: Yes, in substance.

567 JUDGE GOERLICH: If everybody agrees there's something like that in the statement, then ask him the question you want to based upon that thing in the statement, if you have one, counselor.

Q. (By Mr. Palmieri) In any event, you cancelled the April 8th meeting because you say your client couldn't be there? A. Yes.

MR. POLLACK: Objection.

It was the March 8th meeting, I believe.

MR. PALMIERI: Make it a correction, not an objection.

JUDGE GOERLICH: You cancelled the March 8th why, did you say?

Q. (By Mr. Palmieri) Because Mr. Roth couldn't be there, your client? A. That's absolutely correct.

MR. POLLACK: Does General Counsel or the Charging Party contend that the chief negotiator's refusal or cancellation of a meeting because the principal could not be there, is an unfair labor practice charge or is evidence of bad faith?

JUDGE GOERLICH: What's your position on that?

MR. PALMIERI: I have a position.

MR. EDELMAN: I have a position, too.

568 MR. PALMIERI: Go ahead.

MR. EDELMAN: My position is that not only were the negotiations held in bad faith, but we believe the number of negotiations was limited because of a delay, in part, on the employer's end in obtaining sufficient number of negotiations.

MR. POLLACK: The totality issue, your Honor.

MR. EDELMAN: That's correct, among other things which I will present to you.

Q. (By Mr. Palmieri) When was the first time you saw the February 1st proposal?

MR. POLLACK: Would you like to look at our office copy of it, Mr. Witness?

MR. PALMIERI: Well, he --

MR. POLLACK: Do you want his recollection or some facts?

MR. PALMIERI: I just want an answer.

A. I would say it was within a couple of days from the time I called --

Q. Do you want to refresh your recollection by the office copy? A. Yes.

M. POLLACK: Whatever it shows, it shows.

(Handing.)

569 A. I have a note 3/1/74, not in to call back.

Q. That wasn't my question. A. No, no.

I'm just reading it.

Q. Okay. A. So I've already stated that I received it a couple of days before I made contract, so it had to be somewhere around the end of February.

Q. Now, on or about March 5th, did you propose that the first bargaining session take place in the evening? A. Did I propose --

Q. That is, on the evening of March the 11th. A. The first bargaining session?

Q. Yes.

MR. POLLACK: Is the date critical in the question?

Possibly we can move it along more quickly if we can eliminate the date.

MR. PALMIERI: The date isn't critical.

I said on or about.

A. And what was your question again, counselor?

Q. Did you request that the first bargaining session take place on March the 11th in the evening? A. My recollection of

that discussion was the effect that I was involved in some litigation, I didn't know when I could reasonably and quickly fit in a
570 negotiation session.

Unless we made it in the evening, I wouldn't know when I would be available.

To which, I believe I was talking to Mr. Danetra, replied that he doesn't bargain in the evenings.

And at that time, I indicated to Mr. Danetra, I believe it was, that, you know, I couldn't make it sooner than the 8th and the first day I would have available after the 8th would be the 11th, if I'm not mistaken.

Q. After the March 11th meeting or at the March 11th meeting, did you state that you would be in touch with the union or its counsel after you had an opportunity to review the contract for the purposes of establishing another date? A. I don't specifically recall making that statement.

Q. Or words to that effect. A. It's entirely conceivable that I did.

I won't deny it.

Q. On March 20th, had you reviewed the contract and called the union or its counsel to set up a date? A. Not to my recollection.

Q. Do you have a record of receiving my letter of March 20th?

571 MR. POLLACK: Your Honor, the letters are all in evidence. The respondent has not taken the position, even though we've been asked if we received certain letters -- the respondent has never defended by saying that we didn't receive the letters.

MR. PALMIERI: Okay.

MR. POLLACK: I don't know where we're going.

JUDGE GOERLICH: Very well.

Will you accept the stipulation that the respondent received all of the letters?

MR. PALMIERI: Yes.

JUDGE GOERLICH: Very well.

Q. (By Mr. Palmieri) Isn't it so, Mr. Dinerstein, that the second bargaining session was not set up until -- the bargaining session which took place on April the 11th was not set up until March 27th after I telephoned you? A. I have no recollection of any bargaining session on April 11th.

Q. Isn't it so, Mr. Dinerstein, that the bargaining session on April 1st was not set up until March 27th, that that was the date -- that that was the time that date was made? A. I have no recollection of how that date was arrived upon.

572 Q. Did you ever get back to the union or its counsel after having read the contract after the March 11th meeting? A. At some point in time I'm sure I did.

I'm not going to state that you didn't contact me first.

Q. You read the March 20th letter. A. Yes.

Q. Reminding you, didn't you? A. I see it, yes.

Q. Did you -- A. I have to elaborate on that answer.

I can't at this point in time recall whether or not that the statement in that letter is an accurate statement that I hadn't contacted you.

I offer to you as an example, the fact that I believe you wrote me a letter on or about April 29th indicating virtually the same thing, that I hadn't contacted you, which, if I'm not mistaken, crossed in the mail with my letter of April the 30th wherein I did contact you. I don't know whether or not I made phone calls.

To be very blunt in answer to your question, counselor, I had really expected the union at that first meeting to reduce their

573 demands significantly, arrive at a contract in view of the fact that the position of the union at that point in time was, at best, weak; that a contract could be arrived at really without any hardnosed, tough, long-term negotiations.

I didn't believe I was entering into the normal union-management negotiations situation where a union is bargaining from strength.

I really didn't anticipate at that point in time keeping the cumulative, petty records that I would keep in a situation where a union is bargaining from strength.

I really didn't anticipate at that point in time keeping the cumulative, petty records that I would keep in a situation where I anticipated that early in the game going this route.

Q. At the April 1st meeting, didn't you announce at the outset of the meeting that you could only stay about an hour?
A. I recall when the meeting was set up, telling you that I had an appointment that evening which I would have to make, that I was interested in setting up a meeting, as you were, as quickly as possible and that if April 1st was selected, it would be subject to the fact that that meeting would be culminated at a point so I could make my other appointment.

I wish to add at this time, however, that another meeting had been set up, an interim meeting to be set up at your office - I don't know the date.

I remember because I was supposed to be on trial on a traffic ticket that I had received.

I was going to go to your office from there.

It was in between the 11th and the 21st, if I'm not mistaken. I distinctly recall a meeting which was discussed and it was put off for some reason.

I don't know who instigated the communication back and forth on that.

JUDGE GOERLICH: Mr. Palmieri, do you have any further questions?

MR. PALMIERI: I'm just checking my notes to see if I have covered everything that I wanted to cover.

JUDGE GOERLICH: Very well.

You realize, of course, that the hour is getting late.

MR. PALMIERI: All right; that's all.

I have no further questions.

REDIRECT EXAMINATION

Q. (By Mr. Pollack) Mr. Dinerstein, did Mr. Roth ever indicate to you that he was religious and observed the Jewish holidays? A. On numerous occasions.

Q. Did he indicate that to you prior to the March 8th meeting? A. I never had the opportunity to meet with him
575 until the time I contacted him with regard to the March 8th meeting.

Q. And was it during that contact that he told you that he observed the holidays and couldn't make it? A. Yes, it was.

Q. Now, with respect to each and every demand or proposal which you put forth to the union, at any time, starting from your first contact with Mr. Danetra and ending with this instance, did you ever indicate that it was your last and/or final position? A. In no way.

The negotiations had hardly begun in earnest.

We had made some motion forward and many, many positions remained open.

To the best of my knowledge, nobody took any final -- I shouldn't say that.

Management at no time took a final position. There was plenty of flexibility left if somebody had tried it.

* * * * *